AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

The City Council, with certain statutory exceptions, can only take action upon properly posted and listed agenda items. Any writings or documents given to a majority of the City Council regarding any matter on this agenda that the City received after issuing the agenda packet are available for public inspection in the City Clerk’s office during normal business hours. Such Documents may also be posted on the City’s website at www.elsegundo.org and additional copies will be available at the Council meeting.

Unless otherwise noted in the Agenda, the Public can only comment on City-related business that is within the jurisdiction of the City Council and/or items listed on the Agenda during the Public Communications portions of the Meeting. Additionally, the Public can comment on any Public Hearing item on the Agenda during the Public Hearing portion of such item. The time limit for comments is five (5) minutes per person.

Before speaking to the City Council, please come to the podium and state: Your name and residence and the organization you represent, if desired. Please respect the time limits.

Members of the Public may place items on the Agenda by submitting a Written Request to the City Clerk or City Manager’s Office at least six days prior to the City Council Meeting (by 2:00 p.m. the prior Tuesday). The request must include a brief general description of the business to be transacted or discussed at the meeting. Playing of video tapes or use of visual aids may be permitted during meetings if they are submitted to the City Clerk two (2) working days prior to the meeting and they do not exceed five (5) minutes in length.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Clerk, 524-2305. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 3, 2012 – 5:00 P.M.

Next Resolution # 4774
Next Ordinance # 1470

5:00 P.M. SESSION

CALL TO ORDER

ROLL CALL
PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

SPECIAL ORDER OF BUSINESS:

1. Interview of candidates and potential appointments to the Community Cable Advisory Committee and Capital Improvement Program Advisory Committee. [Note: the interviews will commence at approximately 5:00 p.m. and take place in the West Conference Room in City Hall.]

CLOSED SESSION:
The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov’t Code §54956.9(a) -1- matter

1. City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -1- matter.

1. Claim 12-12 - Willmore

Initiation of litigation pursuant to Government Code §54956.9(c): -1- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov’t Code §54957): - 0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov’t. Code § 54957) -0- matter
CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -0-
matters

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0-
matters
AGENDA
EL SEGUNDO CITY COUNCIL
COUNCIL CHAMBERS - 350 Main Street

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REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL
TUESDAY, APRIL 3, 2012 - 7:00 P.M.

Next Resolution # 4774
Next Ordinance # 1470

7:00 P.M. SESSION

CALL TO ORDER

INVOCATION – Pastor Rob McKenna, El Segundo Foursquare Church
PLEDGE OF ALLEGIANCE – Council Member Suzanne Fuentes

PRESENTATIONS

a. Commendation recognizing the boys U12 AYSO Region 92
b. Proclamation proclaiming April 25, 2012 as Denim Day
c. Presentation for National Library Week, April 8-14, 2012 by Julie Todd, Teen Librarian
d. Proclamation proclaiming April 22, 2012 as Earth Day

ROLL CALL

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

A. PROCEDURAL MOTIONS

Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.
Recommendation – Approval.

B. SPECIAL ORDERS OF BUSINESS

C. UNFINISHED BUSINESS

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

1. Consideration and possible action to announce the appointments to the Community Cable Advisory Committee and Capital Improvement Program Advisory Committee (CIPAC). (Fiscal Impact: None)
Recommendation – 1) Announce the appointees to the Community Cable Advisory Committee and Capital Improvement Program Advisory Committee (CIPAC); 2) Alternatively, discuss and take other action related to this item.

E. CONSENT AGENDA
All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

2. Warrant Numbers 2586687 to 2586899 on Register No. 12 in the total amount of $826,787.73 and Wire Transfers from 3/02/12 through 3/15/12 in the total amount of $2,558,572.95.
Recomendation – Approve Warrant Demand Register and authorize staff to release. Ratify Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

Recomendation – Approval.

4. Consideration and possible action to purchase eighty-five (85) Glock, Model 21, .45 caliber handguns from ProForce Law Enforcement to replace current Glock, Model 21 pistols. The total net cost for this purchase will be $20,132 using equipment replacement funds. (Fiscal Impact: $20,132.00)
Recomendation – 1) Authorize the purchase of eighty-five (85) Glock, Model 21, .45 caliber handguns from ProForce Law Enforcement using equipment replacement funds; 2) Alternatively, discuss and take other action related to this item.

5. Consideration and possible action to waive the formal bidding process and purchase a fleet tracking system for the El Segundo Police Department, using funds from the COPS grant. (Fiscal Impact: $54,240.00)
Recomendation – 1) Pursuant to El Segundo Municipal Code Section 1-7-10-, waive the formal bidding process and purchase a fleet tracking system from GeoSpatial Technologies, Inc. (GST); 2) Authorize the City Manager to execute an agreement in a form approved by the City Attorney, to purchase a fleet tracking system using funds from the COPS grant; 3) Alternatively, discuss and take other action related to this item.

6. Consideration and possible action to (1) accept donation of materials and labor from El Segundo resident Malcolm Au to improve and enhance the grounds and fixtures at Camp Eucalyptus for his Boy Scout Eagle Project; (2) adopt a Resolution to approve the plans for the project; (3) authorize the City Manager to execute a contract with Malcolm Au’s parent or guardian in a form approved by the City Attorney. (Fiscal Impact: None)
Recomendation – 1) Approve to accept donation of materials and labor from Malcolm Au; 2) Adopt a Resolution that includes approval of the project’s plan; 3) Authorize the City Manager to execute a contract with Malcolm Au’s parent or guardian in a form approved by the City Attorney; 4) Alternatively, discuss and take other action related to this item.
7. Consideration and possible action regarding the adoption of Ordinance No. 1469 for a zone change from the Planned Residential Development (PRD) Zone to the 540 East Imperial Avenue Specific Plan (EIASP) Zone, a Zone Text Amendment, a Specific Plan, and a Development Agreement on the site located at 540 East Imperial Avenue. Applicant: El Segundo Unified School District. (Fiscal Impact: N/A)

Recommendation – 1) Waive second reading and adopt Ordinance No. 1469; 2) Alternatively, discuss and take other action related to this item.

8. Consider and possible action regarding a modification of an existing Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol to convert from a Type 41 License for On-Site Sale of Beer and Wine to a Type 47 License for On-Site Sale of Beer, Wine, and Distilled Spirits at Sammy’s Woodfired Pizza located at 780 South Sepulveda Boulevard #B. Applicant: Steve Yackel. (Fiscal Impact: N/A)

Recommendation – 1) Receive and file this report without objecting to the issuance of a Type 47 ABC License at 780 South Sepulveda Boulevard #B; 2) Alternatively, discuss and take other action related to this item.

9. Consideration and possible action regarding the sale of excess City owned public easement located at 2161 E. El Segundo Blvd., as surplus property. (Fiscal Impact: Undetermined)

Recommendation – 1) Authorize the City Manager to take all reasonable actions required to sell excess City owned public easement located at 2161 E. El Segundo Blvd., as surplus property; 2) Alternatively, discuss and take other possible action related to this item.

10. Consideration and possible action regarding Adoption of Plans and Specifications for rehabilitation of Aviation Blvd. from 116th Street to El Segundo Blvd. Approved Capital Improvement Project No.: PW12-02. (Fiscal Impact: $325,000)

Recommendation – 1) Adopt Plans and Specifications; 2) Authorize staff to advertise the project for construction bids; 3) Alternatively, discuss and take other action related to this item.

11. Consideration and possible action regarding Adoption of Plans and Specifications for replacement of sanitary sewer mains at various locations within 1) the Smoky Hollow Specific Plan area and 2) Maple Ave. between Lairport St. and Nash St., within the City of El Segundo. Approved Capitol Improvement Project. Project No: PW 11-09 (Fiscal Impact: $750,000)

Recommendation – 1) Adopt Plans and Specifications; 2) Authorize staff to advertise the project for receipt of construction bids; 3) Alternatively, discuss and take other action related to this item.
12. Consideration and possible action regarding awarding a contract to Karabuild Development, Inc. for construction related to Group 44 (42 homes) of the City’s Residential Sound Insulation Program (Project No. RSI 12-03). Estimated construction costs and retention: $1,662,425)  
Recommendation – 1) Award a contract to Karabuild Development, Inc. for project RSI 12-03 (Group 44); 2) Authorize the City Manager to execute a contract in a form approved by the City Attorney; 3) Alternatively, discuss and take other action related to this item.

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

G. REPORTS – CITY MANAGER

H. REPORTS – CITY ATTORNEY

I. REPORTS – CITY CLERK

J. REPORTS – CITY TREASURER

K. REPORTS – CITY COUNCIL MEMBERS

Council Member Fuentes –
Council Member Brann –
Council Member Jacobson –
Mayor Pro Tem Fisher –
Mayor Busch –

13. Consideration and possible action regarding researching and developing an Employee Recognition Program. (Fiscal Impact: N/A)  
Recommendation – 1) Request the City Manager research and develop an Employee Recognition Program; 2) Alternatively, discuss and take other action related to this item.
PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

MEMORIALS –

CLOSED SESSION

The City Council may move into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators.

REPORT OF ACTION TAKEN IN CLOSED SESSION (if required)

ADJOURNMENT

POSTED:

DATE: 3-28-12

TIME: 4:15 pm

NAME: Catholic Domann
PRESENTATIONS

a. Commendation recognizing the boys U12 AYSO Region 92
PRESENTATIONS

b. Proclamation proclaiming April 25, 2012 as Denim Day
Proclamation

City of El Segundo, California

WHEREAS, the United States Government has declared April as “Sexual Assault Awareness Month” and Peace Over Violence has declared April 25, 2012 as “Denim Day” in Los Angeles County; and

WHEREAS, both events are intended to draw attention to the fact that rape and sexual assault remains a serious issue in our society; and

WHEREAS, harmful attitudes about rape and sexual assault allow these crimes to persist and allow victim/survivors to be re-victimized; and

WHEREAS, “Sexual Assault Awareness Month” and “Denim Day” were also instituted to call attention to misconceptions and misinformation about rape and sexual assault, and the problem that many in society remain disturbingly uninformed with respect to issues of assault and forcible rape; and

WHEREAS, every two minutes, someone in America is sexually assaulted, approximately 1-in-6 women are raped during their lifetime and youths under 18 account for about 44% of all reported; and

WHEREAS, with proper education on the matter, there is compelling evidence that we can be successful in reducing incidents of this alarming and psychologically damaging crime; and

WHEREAS, the members of the City Council strongly support the efforts of Peace Over Violence to educate persons in our community about the true impact of rape and sexual assault in Southern California.

NOW, THEREFORE, the Mayor and Members of the City Council of the City of El Segundo, California, hereby proclaim the month of April 2012, as “SEXUAL ASSAULT AWARENESS MONTH,” and designates April 25, 2012 as “DENIM DAY” and urges everyone to wear jeans on April 25, 2012 to help communicate the message that there is “no excuse and never an invitation to rape.”
WHEREAS, The global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and

WHEREAS, All people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

WHEREAS, It is understood that the citizens of the global community must step forward and take action to create a green economy to combat the aforementioned global challenges; and

WHEREAS, A green economy can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS, It is necessary to broaden and diversify this global movement to achieve maximum success; and

WHEREAS, Let it be known that the City of El Segundo hereby encourages its residents, businesses and institutions to use EARTH DAY to celebrate the Earth and commit to building a sustainable and green economy.

NOW, THEREFORE, the Mayor and members of the City Council of the City of El Segundo, California, hereby pledges this “Earth Day”, April 22, 2012 to support green economy initiatives in El Segundo and to encourage others to undertake similar actions.

Mayor Eric H. Busch
Mayor Pro Tem Bill Fisher
Council Member Dan Brann

Council Member Carl Hedden
Council Member Susanne Evans
AGENDA DESCRIPTION:

Consideration and possible action to announce the appointments to the Community Cable Advisory Committee and Capital Improvement Program Advisory Committee (CIPAC). (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Announce the appointees to the Community Cable Advisory Committee and Capital Improvement Program Advisory Committee (CIPAC);
2. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

None

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $ None
Additional Appropriation: N/A
Account Number(s):

ORIGINATED BY: Mishia Jennings, Executive Assistant
REVIEWED BY:
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

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### CITY OF EL SEGUNDO
### PAYMENTS BY WIRE TRANSFER
### 3/02/12 THROUGH 3/15/12

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**DATE OF RATIFICATION: 04/03/12**
**TOTAL PAYMENTS BY WIRE:**

Certified as to the accuracy of the wire transfers by:

- **Deputy City Treasurer**
  - [Signature]
  - 3/15/12

- **Director of Finance**
  - [Signature]
  - 3/20/12

- **City Manager**
  - [Signature]
  - 3/15/12

Information on actual expenditures is available in the City Treasurer’s Office of the City of El Segundo.
REGULAR MEETING OF THE EL SEGUNDO CITY COUNCIL  
TUESDAY, MARCH 20, 2012 – 5:00 P.M.

5:00 P.M. SESSION

CALL TO ORDER – Mayor Pro Tem Fisher at 5:00 p.m.

ROLL CALL

Mayor Busch - Present – Arrived at 5:02 p.m.
Mayor Pro Tem Fisher - Present
Council Member Brann - Present
Council Member Fuentes - Present
Council Member Jacobson - Present – Arrived at 5:02 p.m.

PUBLIC COMMUNICATION – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250.

SPECIAL ORDER OF BUSINESS:

Mayor Pro Tem Fisher announced that Council would be meeting in Closed Session pursuant to the items listed on the agenda.

CLOSED SESSION:
The City Council moved into a closed session pursuant to applicable law, including the Brown Act (Government Code Section §54960, et seq.) for the purposes of conferring with the City’s Real Property Negotiator; and/or conferring with the City Attorney on potential and/or existing litigation; and/or discussing matters covered under Government Code Section §54957 (Personnel); and/or conferring with the City’s Labor Negotiators; as follows:

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov't Code §54956.9(a) -1- matter

City of El Segundo vs. City of Los Angeles, et. al. LASC Case No. BS094279

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code §54956.9(b): -3- matter.

Claim 10-35 - Wyle
Claim 12-12 - Willmore
Claim ICC-000153 (Worker's Compensation) John Gutierrez
Initiation of litigation pursuant to Government Code §54956.9(c): -2- matter.

DISCUSSION OF PERSONNEL MATTERS (Gov't Code §54957): - 0- matter

APPOINTMENT OF PUBLIC EMPLOYEE (Gov't. Code § 54957) -1- matter

Position: City Manager

CONFERENCE WITH CITY'S LABOR NEGOTIATOR (Gov't Code §54957.6): -1- matters

Unrepresented Employee: City Manager
City's Negotiator: City Attorney

CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Gov't Code §54956.8): -0- matters

Council recessed at 6:50 p.m.
7:00 P.M. SESSION

CALL TO ORDER – Mayor Busch at 7:00 p.m.

INVOCATION – City Clerk Cindy Mortesen

PLEDGE OF ALLEGIANCE – Mayor Pro Tem Bill Fisher

PRESENTATIONS

a. Mayor Busch presented a Commendation recognizing the El Segundo High School Girls Water Polo Team.

ROLL CALL

Mayor Busch - Present
Mayor Pro Tem Fisher - Present
Council Member Brann - Present
Council Member Fuentes - Present
Council Member Jacobson - Present

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have received value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Talia Jorden, Youth Manager, Tree Muskateers; spoke regarding the recent Arbor Day ceremonies.

Liz Garnholz, Resident; spoke regarding Consent agenda items, 6, 7, 11, and 12 regarding the proposed budget for travel to Guaymas for former Council Members.

Beth Murida, spoke on behalf of the PTA and presented Council with their “Run for Education” shirts.

A. PROCEDURAL MOTIONS
Consideration of a motion to read all ordinances and resolutions on the Agenda by title only.

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Jacobson, to read all ordinances and resolutions on the Agenda by title only. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

B. SPECIAL ORDERS OF BUSINESS

1. Consideration and possible action to appoint Greg Carpenter as City Manager effective March 21, 2012 and approve an employment agreement with Mr. Carpenter. (Annual Fiscal Impact to be announced at Council Meeting)

MOTION by Mayor Pro Tem Fisher, SECONDED by Council Member Fuentes to appoint Greg Carpenter as City Manager effective March 21, 2012 and approve employment Agreement No. 4243 with Mr. Carpenter. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: BUSCH, FISHER, JACOBSON, AND FUENTES; NOES: NONE; ABSTAIN: COUNCIL MEMBER BRANN. 4/0/1

C. UNFINISHED BUSINESS

2. Consideration and possible action regarding a continued public hearing and to receive testimony to: 1) approve Environmental Assessment No. 890 certifying the Environmental Impact Report (EIR) for the 540 East Imperial Avenue Specific Plan Project including the Mitigation Monitoring and Reporting Program (MMRP); 2) adopt a Statement of Overriding Considerations; and 3) approve General Plan Amendment No. 10-03, Specific Plan No. 10-03, Zone Change No. 10-01, Zone Text Amendment No. 10-06, Development Agreement No. 10-02, Subdivision No. 10-01 for Vesting Tentative Map (VTM) No. 71410 (7 lots) and VTM No. 71582 (31 lots) with conditions; and 4) to take such additional, related, action that may be desirable. Applicant: El Segundo Unified School District (ESUSD) (Fiscal Impact: N/A)

Mayor Busch stated that this was the time to continue the Public Hearing and receive testimony to: 1) approve Environmental Assessment No. 890 certifying the Environmental Impact Report (EIR) for the 540 East Imperial Avenue Specific Plan Project including the Mitigation Monitoring and Reporting Program (MMRP); 2) adopt a Statement of Overriding Considerations; and 3) approve General Plan Amendment No. 10-03, Specific Plan No. 10-03, Zone Change No. 10-01, Zone Text Amendment No. 10-06, Development Agreement No. 10-02, Subdivision No. 10-01 for Vesting Tentative Map (VTM) No. 71410 (7 lots) and VTM No. 71582 (31 lots) with conditions; and 4) to take such additional, related, action that may be desirable. Applicant: El Segundo Unified School District (ESUSD) (Fiscal Impact: N/A)

Clerk Mortesen stated that proper noticing of the hearing was done and one written communication had been received in the City Clerk's Office.
Kim Christensen, Planning Manager, gave a report.

Jeff Yantz, Superintendent of the Board, stated the Board was in agreement with all the proposed stipulations.

Beth Murida, resident; requested Council consider the project carefully prior to approval. Stated that there was a lack of green space in that section of town.

Mike Rotolo, Resident; spoke regarding the Imperial Site. He stated it was a wonderful project and it would be an asset to the neighborhood.

Ron Swanson, Resident; spoke regarding the Challenger Field. He stated that the Middle School would be a good place to re-locate the field, and offered some financial support to develop a field there.

Liz Garnholz, Resident; asked who would have priority for the assisted and affordable housing units. Would the priority be City residents or County residents?

MOTION by Council Member Jacobson, SECONDED by Mayor Pro Tem Fisher to close the Public Hearing. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

MOTION by Mayor Busch, SECONDED by Mayor Pro Tem Fisher, to approve the project with the original density numbers; enforce a delay period for option two for a minimum of 9 months prior to beginning the project to give option one a greater opportunity to be implemented. MOTION PASSED BY THE FOLLOWING VOICE VOTE: AYES: BUSCH, FISHER, JACOBSON, BRANN, AND FUENTES. 5/0

Mark Hensley, City Attorney, read by title only:

RESOLUTION NO. 4772

A RESOLUTION CERTIFYING AN ENVIRONMENTAL IMPACT REPORT FOR ENVIRONMENTAL ASSESSMENT NO. 890; ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS; AND ADOPTING GENERAL PLAN AMENDMENT NO. 10-03 FOR THE 540 EAST IMPERIAL AVENUE SPECIFIC PLAN PROJECT 540 EAST IMPERIAL AVENUE.

MOTION by Mayor Busch, SECONDED by Council Member Brann, to adopt Resolution No. 4772. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

Mark Hensley, City Attorney, read by title only:

ORDINANCE NO. 1469

AN ORDINANCE APPROVING ZONE CHANGE NO. 10-01; ZONE TEXT AMENDMENT NO. 10-06; SPECIFIC PLAN NO. 10-03; AND DEVELOPMENT
AGREEMENT NO. 10-02; ADDING ESMC § 15-3-2(A)(7) AND AMENDING ESMC §§ 15-3-1 AND 15-3-2(A); APPROVING SUBDIVISION NO. 10-01 (VESTING TENTATIVE MAP NOS. 71410 AND NO. 71582) FOR THE 540 EAST IMPERIAL AVENUE SPECIFIC PLAN PROJECT AT 540 EAST IMPERIAL AVENUE.

Council Member Brann introduced the Ordinance.

Second reading and adoption scheduled for April 3, 2012.

D. REPORTS OF COMMITTEES, COMMISSIONS AND BOARDS

E. CONSENT AGENDA

All items listed are to be adopted by one motion without discussion and passed unanimously. If a call for discussion of an item is made, the item(s) will be considered individually under the next heading of business.

3. Approved Warrant Numbers 2586512 to 2586686 on Register No. 11 in the total amount of $655,539.72 and Wire Transfers from 2/17/12 through 3/01/12 in the total amount of $618,100.90. Authorized staff to release. Ratified: Payroll and Employee Benefit checks; checks released early due to contracts or agreement; emergency disbursements and/or adjustments; and wire transfers.

4. Approved Regular City Council Meeting Minutes of March 6, 2012.

5. Pursuant to El Segundo Municipal Code Section 1-7-10, waived the formal bidding process and purchase two portable Automated License Plate Recognition (ALPR) systems for the El Segundo Police Department, using funds from the 2009 Buffer Zone Protection Program Grant (BZPP). (Fiscal Impact: $99,810)

6. Accepted the work as complete on the project for the emergency repair and replacement of the netting and poles at "The Lakes" Golf Course Driving Range; Contract No. 4215. (Fiscal Impact: $420,000.00) Authorized the City Clerk to file a Notice of Completion with the County Recorder's Office. Authorized the transfer of $139,000 from the General Fund's undesignated reserve to the Facilities Maintenance Fund (405 Account) for the balance of the emergency repair.

7. Rejected the bid from Solis Lighting Electrical Solutions as non-responsive due to a mathematical mistake, awarded standard Public Works Contract No. 4244 to the lowest responsible bidder, J. Kim Electric, Inc., for the City of El Segundo Energy Efficiency Lighting Retrofit Project, adopted Resolution No. 4773 Amending Resolution No. 4644 to amend Attachment A attached thereto, the list of energy efficiency projects, to be consistent with the California Energy Commission (CEC) Grant Agreement Number CBG-9-155 A.1. Project No.: PW 12-01. (Fiscal Impact: $87,999.60) Authorized the City Manager to execute a
standard Public Works Contract No. 4248 in a form approved by the City Attorney.

8. Authorized the City Manager to execute Professional Services Agreement No. 4245 with APA Engineering, Inc., in a form approved by the City Attorney, for the design of Maple Ave. storm drain and street improvements. (Fiscal Impact: $0; Reimbursement Grant of $2.5 million to fund project)

9. Awarded Contract No. 4246 to Big West Construction Corporation for construction related to Group 42 (34 homes) of the City's Residential Sound Insulation Program (Project No. RSI 12-01). (Estimated Construction costs and retention: $1,449,785.70) Authorized the City Manager to execute the contract in a form approved by the City Attorney.

10. Awarded Contract No. 4247 to Big West Construction Corporation for construction related to Group 43 (40 homes) of the City's Residential Sound Insulation Program (Project No. RSI 12-02). (Estimated construction costs and retention: $1,705,828.30) Authorized the City Manager to execute the contract in a form approved by the City Attorney.

11. Authorized the City Manager to execute a three (3) year License Agreement No. 4240, in a form approved by the City Attorney, with La Mirada Armada to operate The El Segundo Armada Swim Team in a form approved by the City Attorney. (Fiscal Impact: Estimated increase of $6,000 in Recreation Revenues per year)

MOTION by Council Member Brann, SECONDED by Council Member Fuentes to approve Consent Agenda items 3, 4, 5, 6, 7, 8, 9, 10, and 11. MOTION PASSED BY UNANIMOUS VOICE VOTE. 5/0

CALL ITEMS FROM CONSENT AGENDA

F. NEW BUSINESS

REPORTS – CITY MANAGER – Thanked the Council and staff for their support and the FAA for funding of the two RSI Groups.

REPORTS – CITY ATTORNEY - NONE

REPORTS – CITY CLERK - Announced the last day to register to vote in the April 10, 2012 Municipal Election was March 26, 2012, and the last day to request a Vote-By-Mail Ballot was April 3, 2012.

REPORTS – CITY TREASURER - NONE

REPORTS – CITY COUNCIL MEMBERS
Council Member Fuentes – Spoke regarding Arbor Day and her tour of Public Works. She also attended Betsy Butler’s seminar on Aerospace employment opportunities. She stated she would also be attending a “pre-BRAC” meeting.

Council Member Brann – Spoke regarding the recent Forum held by the El Segundo Residents’ Association for the Council Candidates.

Council Member Jacobson – None

Mayor Pro Tem Fisher – Spoke about Arbor Day

Mayor Busch –

12. Consideration and possible action to 1) direct City Manager to include $5,000.00 in the FY 2012-2013 budget for funding to be used for Council Members or former Council Members to visit the City of Guaymas, Mexico, which is the Sister City of El Segundo 2) Direct the City Manager to prepare an Administrative Policy that allows funds to be used to reimburse a former Council Member for travel expenses should no active Council Member choose to travel to Guaymas in a given year. (Fiscal Impact: $5,000 for FY 2012-2013 budget)

MOTION by Mayor Busch, SECONDED by Mayor Pro Tem Fisher to authorize funding of $5,000.00 for FY 2012-2013 budget for funding for the Sister City Program, and the funds may be used for Council Members or former Council Members to visit the City of Guaymas, Mexico; Authorize the City Manager to prepare an Administrative Policy that allows budgeted funds for Sister City to be used by a former Council Member if no active Council Member opts to travel. MOTION PASSED BY THE FOLLOWING VOTE VOTE: AYES: BUSCH, FISHER, JACOBSON, AND FUENTES. NOES: BRANN. 4/1

He also spoke on the Arbor Day event, BRAC meetings, and the Spring Drama Program at the Gordon Clubhouse.

PUBLIC COMMUNICATIONS – (Related to City Business Only – 5 minute limit per person, 30 minute limit total) Individuals who have receive value of $50 or more to communicate to the City Council on behalf of another, and employees speaking on behalf of their employer, must so identify themselves prior to addressing the City Council. Failure to do so shall be a misdemeanor and punishable by a fine of $250. While all comments are welcome, the Brown Act does not allow Council to take action on any item not on the agenda. The Council will respond to comments after Public Communications is closed.

Bill Watkins, Resident; thanked Council for approving the Imperial Street School Site Project.

Edna Freeman, Resident; thanked the Council for approving the Imperial Street School Site Project and for approving the senior housing and assisted living portions of the project.

MINUTES OF THE REGULAR CITY COUNCIL MEETING
MARCH 20, 2012
PAGE NO. 8
MEMORIALS – NONE

CLOSED SESSION – NONE

ADJOURNMENT at 8:21 p.m.

Cindy Mortesen, City Clerk
AGENDA DESCRIPTION:

Consideration and possible action to purchase eighty-five (85) Glock, Model 21, .45 caliber handguns from ProForce Law Enforcement to replace current Glock, Model 21 pistols. The total net cost for this purchase will be $20,132 using equipment replacement funds. (Fiscal Impact: $20,132)

RECOMMENDED COUNCIL ACTION:

(1) Authorize the purchase of eighty-five (85) Glock, Model 21, .45 caliber handguns from ProForce Law Enforcement using equipment replacement funds.

(2) Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

ProForce Law Enforcement quote
LC Action Police Supply quote
Emergency Equipment quote

FISCAL IMPACT: Included in Adopted Budget

Amount Budgeted: $37,500
Additional Appropriation: N/A
Account Number(s): 001-400-3101-8104 (Equipment Replacement)

ORIGINATED BY: Brian Evanski, Captain
REVIEWED BY: Mitch Tavera, Chief of Police
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

The Police Department has been using Glock, Model 21 pistols as our issued duty sidearm since May 1992, as these handguns have continually proven to be reliable and accurate. The handguns currently deployed by our department have been in service since 2001. They are near the end of their service life, as the internal components will need major retrofitting in the near future. Based on the current condition of these firearms, Staff recommends immediate replacement.

Glock recently redesigned the Model 21 handgun with several enhanced features that will be beneficial for department personnel. This fourth generation Glock, Model 21, .45 caliber handgun includes new rebound springs and back strap designs that will make the pistols more durable, ergonomic and user friendly. Additionally, the new handguns will include the factory installation of TRUGLO sights on the weapons.
In an effort to obtain the best competitive price, Staff requested quotes from three Glock retail vendors. Included in each quote is a credit for the “Trade-in” value of the Glock, Model 21 handguns that are currently deployed. The “Trade-in” value is conditional upon inspection of the used handguns.

Staff received the following quotes:

**ProForce Law Enforcement**
- Handguns Purchase Price - $46,523.79
- “Trade-In” Credit - $26,392.50
- Net Cost - $20,131.29

**LC Action Police Supply**
- Handguns Purchase Price - $46,820.34
- “Trade-In” Credit - $25,600
- Net Cost - $21,220.34

**Emergency Equipment**
- Handguns Purchase Price - $46,709.63
- “Trade-In” Credit - $21,081
- Net Cost - $25,628.63

Based on the aforementioned quotes, Staff recommends purchasing eighty-five (85) Glock, Model 21, .45 caliber, 4th Generation handguns from ProForce Law Enforcement.
Date: February 29, 2012
Dept: El Segundo Police Dept. (CA)
ATTN: Sgt Tony De La Rambelje
PHONE: (310) 524-2255
Email: tdelarambelje@elsegundo.org

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>PRODUCT DESCRIPTION</th>
<th>PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PG21502</td>
<td>Glock 21 G4, Fixed Sights, with interchangeable back straps, 3-LE Magazines. 85 @ $417.00 each.</td>
<td>$35,445.00</td>
</tr>
<tr>
<td>TG131GT2</td>
<td>TruGlo Brite Sight TFO for Glock pistols. 85 @ $86.30 each.</td>
<td>$7,335.50</td>
</tr>
</tbody>
</table>

Shipping/Handling: No charge for orders over $500.00

Plus applicable California Sales tax. @ 8.75%

(See ordering instructions below) Total:

$46,523.79

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,
ProForce Law Enforcement

Paul Connolly
Law Enforcement Specialist
Email: paulc@proforceonline.com

IMPORTANT:
*ProForce is registered with the California Board of Equalization to remit sales tax.

This quotation is based on department purchase order, F.E.T. Exemption, payment by check, and stated quantities. ATF or the manufacturer may require additional forms. Sample forms may be found at http://www.proforceonline.com/Forms.htm.

Ordering instructions: Please fax a copy of the department purchase order and F.E.T. Exemption Form to (928) 445-3468. PLEASE MAIL ORIGINALS to ProForce Law Enforcement, 3009 N Hwy 89, Prescott, AZ 86301.

Standard terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders will be necessary.

Standard manufacturer's warranty applies to all department purchases unless otherwise specifically noted.

This quote is valid for 45 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending at expiration of quote.

Please Note: 20% restocking charge on stocked items, all special order sales are final. Please call us for a return authorization number.
Date: February 29, 2012  
Dept: El Segundo Police Dept. (CA)  
ATTN: Sgt. Tony De La Rambelje  
PHONE:  
Email: tdelarambelje@elsegundo.org

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<tr>
<th>ITEM #</th>
<th>QTY</th>
<th>PRODUCT DESCRIPTION</th>
<th>EXTENDED PRICE</th>
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<tbody>
<tr>
<td>Trade Guns</td>
<td>6</td>
<td>Glock 21SF Gen 3, With Trijicon Night Sights, Each with 3-LE Magazines. 2 Years old. Very good condition. @ $382.50 each.</td>
<td>$2,295.00</td>
</tr>
</tbody>
</table>

Note: Trade guns are to be delivered to ProForce Law Enforcement  
At 2624 Dauntless Ave, Prescott, AZ 86301  
No Saturday deliveries and must have adult signature required.

(See instructions below) Total credit for trades: $2,295.00

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

Respectfully,  
ProForce Law Enforcement

Paul Connolly  
Law Enforcement Specialist

IMPORTANT:

Trade guns are to be delivered to ProForce Law Enforcement in Arizona at department's expense. A department letter must accompany the guns stating the guns have been checked by an armorer, are safe, complete, functional, and listing all serial numbers.

ProForce reserves the right to deduct for guns not in stated condition. $10.00 will be deducted for every missing magazine. The credit is to be applied after the receipt of trade guns.

This quote is valid for 45 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending at expiration of quote.

Please Note: A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.
Date: February 29, 2012  
Dept: El Segundo Police Dept. (CA)  
ATTN: Sgt Tony de La Rambelje  
PHONE: (310) 524-2255  
Email: tdelaramblje@elsegundo.org

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<th>QTY</th>
<th>PRODUCT DESCRIPTION</th>
<th>EXTENDED PRICE</th>
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<tbody>
<tr>
<td>Trade Guns</td>
<td>85</td>
<td>Glock 21, 45 ACP Pistols, Light Rails, Night Sights, Each with 3-LE Magazines. Most guns have original boxes. Good Condition. @ $283.50 each.</td>
<td>$24,097.50</td>
</tr>
</tbody>
</table>

Note: Guns are to be delivered to ProForce Law Enforcement  
At 3009 N. Highway 89, Prescott, AZ 86301  
No Saturday deliveries and must have adult signature required.  
(See instructions below) Total credit for trades: $24,097.50

We sincerely appreciate your law enforcement business and look forward to serving you in the future!

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This quote is valid for 45 days from the date of issue, and is subject to manufacturer's availability and price change. Please call (600) 367-5855 if this bid is still pending at expiration of quote.

Please Note: A 20% restocking fee will apply to all returned goods. Please call us for a return authorization number.
To:  
TONY DELARAMBELJE  
EL SEGUNDO POLICE DEPT  
TEL: 310-524-2255  
Email: TDELARAMBELJE@elsegundo.org  

From:  
L.C. ACTION POLICE SUPPLY  
1088 NORTH FIRST STREET  
SAN JOSE, CA 95112  
Tel: 408-294-COPS (2677)  
Fax: 408-294-6444  
Email: Kip@LCAAction.com  

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<th>CUST#</th>
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<th>F.O.B.</th>
<th>SHIP VIA</th>
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<td>2335</td>
<td>KIP MILLER</td>
<td>8-10 WEEKS</td>
<td>QUOTED</td>
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<td>TRADE</td>
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<tr>
<td>85</td>
<td>GLOCK G21 GEN4 WITH FIXED POLYMER SIGHTS, 3 MAGAZINES</td>
<td>417.00</td>
<td>35,445.00</td>
</tr>
<tr>
<td>85</td>
<td>TRUGLO TRITIUM &amp; FIBER OPTIC SIGHTS # 00011733, INSTALLED</td>
<td>90.00</td>
<td>7650.00</td>
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<tr>
<td>1</td>
<td>SALES TAX AT 8.25% ON $ 43,095.00 OF NEW MERCHANDISE</td>
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<td>3555.34</td>
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<td></td>
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<td>0.00</td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>TRADE-IN GLOCK G21 GEN3 WITH NIGHTSIGHTS, 3 MAGS</td>
<td>- 280.00</td>
<td>- 23,800.00</td>
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<tr>
<td>6</td>
<td>TRADE-IN GLOCK G21SF GEN3 WITH NIGHTSIGHTS, 3 MAGS</td>
<td>- 300.00</td>
<td>- 1800.00</td>
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</tbody>
</table>

SUBTOTAL 21,050.34
OTHER 0.00
OTHER 0.00
SHIPPING 170.00
TOTAL $ 21,220.34
TERMS FOR QUOTE WITH TRADE-INS

THE DELIVERY TIME FOR THE GUNS IS APPROX 8-10 WEEKS ARO PER GLOCK FACTORY.
THE NEW GUNS WOULD BE DROP SHIPPED DIRECTLY TO DEPT. FROM GLOCK INC.

THE ABOVE PRICES ARE FET EXEMPT. WE WOULD NEED AN ORIGINAL PURCHASE ORDER & FET EXEMPT CERTIFICATE.

THE TRADE-IN GUNS MUST BE READY TO SHIP WITHIN 2 WEEKS UPON DELIVERY OF NEW GUNS. THE DEPARTMENT IS RESPONSIBLE FOR ALL FREIGHT PREPARATION & CHARGES FOR THE TRADE-IN GUNS. TRADE-IN GUNS MUST BE INDIVIDUALLY BOXED OR WRAPPED FOR SHIPPING. THEY CAN BE WRAPPED IN NEWSPAPER, SEALED IN ZIPLOC GALLON SIZE BAGS OR IN ANY GUN BOX. THE SERIAL NUMBER MUST BE WRITTEN ON OUTSIDE OF EACH PACKAGED GUN AND MAGS. WE WOULD NEED A LIST OF SERIAL NUMBERS. A COPY OF THE FFL OF THE RECEIVING DEALER WILL BE SENT TO AGENCY. IF ALL TRADE-IN GUNS NOT READY TO SHIP IN 2 WEEKS, THERE WILL BE A PENALTY OF $50 PER DAY PENALTY ADDED TO INVOICE.

THE TRADE-IN FIREARMS MUST BE COMPLETE AND IN WORKING CONDITION. TRADE QUOTATION IS BASED ON THE RETURN OF 3 MAGAZINES WITH EACH GLOCK PISTOL.
$10.00 WILL BE DEDUCTED FOR EACH MISSING MAGAZINE FROM TRADE-IN PRICE.

NON-FUNCTIONING, RUSTED OR MIS-REPRESENTED FIREARMS AND THOSE WITH MISSING PARTS WILL INCUR A MINIMUM OF A 50% DECREASE IN VALUE AND WILL BE DEDUCTED FROM TRADE-IN PRICE.
**EMERGENCY EQUIPMENT**
4304 TWAIN AVENUE
SAN DIEGO, CA 92120
(619) 280-4300

**INVOICE**

Bill To: QUOTE  
Ship To: QUOTE

Attn:  
Attn:  
Customer No: 24208  
Order Ref No:  
How Ship:  
02/08/12 @ 11:20 am  
Page #: 1

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<th>DESCRIPTION</th>
<th>QTY</th>
<th>Unit Price</th>
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<td>975 PG21502</td>
<td>GUNS/GLOCK 21/GEN4/FXD/3-LEO MAGS (FET EXEMPT)</td>
<td>85.00</td>
<td>417.00</td>
<td>35,445.00</td>
</tr>
<tr>
<td>906 S-FO</td>
<td>SIGHTS/TRU-GLO/FIBR OPTICS</td>
<td>85.00</td>
<td>50.00</td>
<td>4,250.00</td>
</tr>
<tr>
<td>TRADE-IN</td>
<td>GUNS/USED/GLOCK 21/GNS/3-LEO MAGS</td>
<td>-85.00</td>
<td>231.00</td>
<td>-19,635.00</td>
</tr>
<tr>
<td>TRADE-IN</td>
<td>GUNS/USED/GLOCK 21SF/GNS/3-LEO MAGS</td>
<td>5.00</td>
<td>241.00</td>
<td>-1,446.00</td>
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Sub-Total: $18,614.00  
Tax: $3,076.37  
Total: $21,690.37

THANK YOU FOR YOUR ORDER!
HERE IS THE QUOTE YOU REQUESTED. PLEASE READ THE ENCLOSED "TERMS FOR QUOTE WITH TRADE-IN GUNS". I HAVE SENT YOU 2 QUOTES. THE FIRST ONE HAS THE TRITIUM FIBER OPTIC TRU-GLO SIGHTS & THE SECOND ONE HAS THE FIBER OPTIC TRU-GLO SIGHTS. WE WOULD SHIP THE SIGHTS TO YOU SEPARATELY FROM THE GUNS. YOU WOULD NEED TO HAVE THEM INSTALLED.

IF YOU HAVE ANY OTHER QUESTIONS, PLEASE CALL ME AT THE ABOVE NUMBER.

THANK YOU, MARILYN SCHAUFLER, GM

$0.00

$0.00

Sub-Total: $22,269.00

Tax: $3,369.63

$0.00

TOTAL: $25,628.63

THANK YOU FOR YOUR ORDER!
AGENDA DESCRIPTION:

Consideration and possible action to waive the formal bidding process and purchase a fleet tracking system for the EL Segundo Police Department, using funds from the COPS grant. (Fiscal Impact: $54,240).

RECOMMENDED COUNCIL ACTION:

1. Pursuant to El Segundo Municipal Code Section 1-7-10, waive the formal bidding process and purchase a fleet tracking system from GeoSpatial Technologies, Inc. (GST).

2. Authorize the City Manager to execute an agreement, in a form approved by the City Attorney, to purchase a fleet tracking system using funds from the COPS grant.

3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Quote from GST.

FISCAL IMPACT:

Amount Budgeted: $54,240
Additional Appropriation: N/A
Account Number(s): 120-400-0000-3207 (COPS Grant Fund)

ORIGINATED BY: Brian Evanski, Captain
REVIEWED BY: Mitch Tavera, Police Chief
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On February 7, 2011, the City Council adopted a resolution approving the use of COPS grant funds to purchase equipment to supplement front line law enforcement. The equipment list included an Automated Vehicle Locator (AVL) fleet tracking system.

Fleet tracking systems provide law enforcement officers, managers and dispatchers the ability pinpoint police vehicles on a map in relation to a call for service or police event. Additionally, AVL tracking systems help Incident Commanders position their personnel and resources during incidents that require a secure police perimeter.

The Hawthorne Police Department recently completed the purchase, installation and deployment of an AVL fleet tracking system from GeoSpatial Technologies, Inc. (GST). Hawthorne selected this product since GST combines the latest technologies of Geographic Information Systems
(GIS) and Global Positioning Systems (GPS) to provide officers and dispatchers real-time vehicle information and locations. GST's mapping software offers a multi-layered map with easy to use mapping and navigation features. These user-friendly functions assist field officers with searching for, and navigating to locations. GST's map display supports multiple map layers and aerial photography allowing the option to display aerial photography as the background, or switch back and forth between aerial photos and other map layers. Finally, pictures, building floor plans, or other scanned images of common image formats such as BMP, PNG, JPG, TIFF, and GIF, can be registered to map locations and displayed whenever the user clicks on the corresponding locations. This provides officers with direct access to parcel information for individual addresses in the City.

As part of its project, the Hawthorne Police Department purchased and installed the necessary computer server to manage the GST fleet tracking system at a cost of $40,000. Additionally, Hawthorne paid approximately $25,000 to create the interface between the Tiburon Computer Aided Dispatch (CAD) and the GST system. Further, a workstation was installed at the South Bay Regional Public Safety Communications Center (SBRPCA) allowing the on duty dispatch supervisor to view and monitor the locations of all Hawthorne Police patrol vehicles.

Upon installing the GST fleet tracking system, El Segundo police vehicles will be integrated into the server with the City of Hawthorne. This integration will allow complete interoperability between the two police agencies during multi-agency incidents. It is anticipated that the other SBRPCA agencies will also join this fleet tracking project.

Based on the anticipated $65,000 cost savings for an additional server and interface, and to ensure interoperability capabilities with the Hawthorne Police Department, staff is requesting to purchase this fleet tacking system from GeoSpatial Technologies, Inc.
## Quote for

**El Segundo Police Department**

2/8/2012

<table>
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<tr>
<th>GST Public Safety System</th>
<th>(Fleet Tracking/Mobile Mapping)</th>
<th>Quantity (QTY)</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>Software</strong></td>
<td><strong>SW-TRSWH</strong></td>
<td>1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
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<tr>
<td><strong>Description</strong></td>
<td>GST Tracker Server Software License (Special Discount $14,500 - Hosted RCC)</td>
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<tr>
<td><strong>Software</strong></td>
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<td>$8,000.00</td>
<td>$8,000.00</td>
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<td><strong>Description</strong></td>
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### Cost Overview:

- **Software (One Time)** $27,490.00
- **GST Optima License (Annual)** $2,160.00
- **Sales Tax (One Time)** $2,594.38
- **Software Annual Maintenance Fee (AMF) (Annual)** $5,498.00
- **Service (One Time)** $3,750.00
- **Grand Total (Hardware, Software, GST Optima, Sales Tax and Service)** $41,492.38

### Notes:

1. Software are subject to applicable sales tax unless a specific exemption status is in place.
2. Annual Maintenance Fee (AMF) for GST software is 20% of the original license fee. AMF paid client is entitled to technical support through email and telephone (M-F, 9:00AM-6:00PM, PST), software upgrades through the year, and discounts for GST training programs and customization services.
3. El Segundo PD will pay cellular carrier for any applicable modem activation and monthly air time charges.
4. Prices stated above are good for ninety (90) days from the date of this quotation.

Payment Terms:

- Software: Software license fees must be paid in full prior to implementation.
- Service: Due upon receipt of invoice when service has been delivered.
# Quote for
El Segundo Police Department

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<th>(GX400 Modems/PPXT)(Sprint)</th>
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**Notes:**

1. Hardware is subject to applicable sales tax unless a specific exemption status is in place.
2. Prices stated above are good for ninety (90) days from the date of this quotation.

**Payment Terms:**

Hardware: Net 15 days from the date of invoice.
AGENDA DESCRIPTION:

Consideration and possible action to (1) accept donation of materials and labor from El Segundo resident Malcolm Au to improve and enhance the grounds and fixtures at Camp Eucalyptus for his Boy Scout Eagle Project; (2) adopt a Resolution to approve the plans for the project; (3) authorize the City Manager to execute a contract with Malcolm Au’s parent or guardian in a form approved by the City Attorney. (Fiscal Impact: None)

RECOMMENDED COUNCIL ACTION:

1. Approve to accept donation of materials and labor from Malcolm Au;
2. Adopt a Resolution that includes approval of the project’s plan;
3. Authorize the City Manager to execute a contract with Malcolm Au’s parent or guardian in a form approved by the City Attorney; and/or
4. Alternatively, discuss and take other action related to these items.

ATTACHED SUPPORTING DOCUMENTS:

1. Proposal from Malcolm Au;
2. Resolution.

FISCAL IMPACT: None

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ORIGINATED BY: Bob Cummings, Director of Recreation and Parks

REVIEWED BY: Bob Cummings, Director of Recreation and Parks

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Malcolm Au, a resident Boy Scout and Eagle Scout candidate has submitted a written proposal to the Department of Recreation and Parks to improve and enhance the grounds and fixtures at Camp Eucalyptus located at 641 California Street. Malcolm worked with the local chairperson of the Girl Scouts, Naomi McElvain to make sure that his proposal will be based on the organization’s needs. Malcolm will work with approximately twenty volunteers to complete the improvements with a budgeted amount of $600 for supplies and materials. The proposal was approved by the Recreation and Parks Commission on March 21, 2012.

The project includes removing the existing 30-year-old stone fire pit and building a new ring with “countryside brick” and mortar. The design for the new fire pit will improve the drainage of the water spout and prevent mud puddles. Also, to avoid future potential hazards for users,
Malcolm proposed to work with volunteers to stack bricks around the pipe that sticks up above the ground. His final proposal of the project is for local artists to paint a mural on the wall of the Girl Scout House that will include the Girl Scout Law and images of various flowers.

Staff recommends accepting the donation of materials and labor to improve and enhance Camp Eucalyptus. Malcolm and his parent or guardian understands that contract and insurance requirements must be submitted before the project.
Eagle Scout Service Project
Camp Eucalyptus

Introduction

Camp Eucalyptus, located in the heart of El Segundo, is primarily dedicated to the local Girl Scout Organization. It currently serves over 8 troops and is open on week-nights and weekends for special events and campouts. Some of the camp equipment are well used and in need of repair and replacement.

My Eagle Scout Service Project involves the following:
1. Remove the existing fire circle and build a new fire circle in its place;
2. Improve drainage for the water spout; and
3. Painting a mural (optional) on the North face of the Girl Scout House.

1. Fire Circle:

The fire circle at Camp Eucalyptus more than 30 years old and can no longer serve its purpose. This is the major element in my eagle project. I plan to tear down and replace the fire circle in 5 steps.

Step 1: Have a professional worker mechanically break down and loosen the stones from the existing fire circle into smaller pieces for easy removal from the site
Step 2: Have volunteers further break down the stones with sledge hammers for removal.
Step 3: Dig a 18 inch trench and prepare the ground for brick laying.
Step 4: Clean up and line in 6 inches of gravel in the fire circle to facilitate drainage.
Step 4: Have a professional Mason lay in the first layer the countryside brick into the ground.
Step 5: Three additional layers will be added to the top and cemented to the first layer. Wire mesh may be used to strengthen the bond between the bricks.
2. **Water Spout**

   When used, the water from the spout collects and creates a pool of water around the bottom of the spout making the area soggy and muddy. My plan is to install a proper drainage system for the water collection area.

   Step 1: Dig a 12 in deep hole, 2x2 ft² wide.
   Step 2: Fill the hole with gravel to improve the proper flow of water.
   Step 3: Border the 2x2 feet square with treated wood to keep gravel in place.
   Step 4: Replace the spout with a longer water pipe so the water spout is above the ground by 1-2 feet (optional).

3. **Mural Wall (Optional)**

   The wall is bare and has no painting on it. The camp director for the girl scouts suggested we paint a mural with flowers relating to the 10 elements of the Girl Scout Law. Neal Von Flue will be assisting me with the painting. He will supervise and volunteers will help him paint. He will draw a sketch on the wall itself and volunteers will paint between the lines.

**Timelines and Costing**

The plan is to have the project completed before the Summer in time for the Girl Scout Summer campout. I plan to complete the project in one weekend, but am prepared to stretch to a second weekend if needed. We need an estimate of 20 volunteers at a time to help with bricks, digging, painting and other odd jobs.

The total cost for the entire project is estimated to be no more than $600; which covers the cost of supplies, materials, food and refreshments for the volunteers on the work day.
RESOLUTION NO. _____

A RESOLUTION APPROVING THE DESIGN AND PLANS FOR THE IMPROVEMENTS THAT SURROUNDS THE CAMP EUCALYPTUS PARK LOCATED AT 641 CALIFORNIA ST. PURSUANT TO GOVERNMENT CODE § 830.6 AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MALCOLM AU’S PARENT OR GUARDIAN.

The City Council of the City of El Segundo does resolve as follows:

SECTION 1: The City Council finds and declares as follows:

A. On February 28, 2012, the City received a proposal by Malcolm Au ("VOLUNTEER") to enhance Camp Eucalyptus Park.

B. The Project consists of removing the existing fire circle, building a new fire circle, improving drainage for the water spout, and painting a mural on the Girl Scout House wall (the “Project”);

C. VOLUNTEER proposes to donate all materials and labor for the Project. The City would not incur any cost;

D. Based upon information supplied by the VOLUNTEER, the Council understands and believes that the total value of the materials would be six hundred dollars ($600). VOLUNTEER will utilize additional twenty (20) community volunteers to complete the project.

E. Ordinarily, the City would need to comply with the competitive bidding requirements set forth in the California Public Contracts Code for this type of project;

F. The purpose of such bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption, to prevent waste of public funds, and to obtain the best economic result for the public;

G. The facts and circumstances of this Project, however, demonstrate that competitive bids would be unavailing or would not produce an advantage, and the advertisement for competitive bid would thus be undesirable and impractical for the following reasons:

1. There is, at most, only a nominal cost to the public for the reason that VOLUNTEER will donate all materials and labor;

2. VOLUNTEER will not receive any public funds for completing the Project;
3. VOLUNTEER's only motivation in constructing the Project is to accomplish charitable works for the City;

4. It is improbable that any other private contractor can construct the Project for a lesser amount; and

5. To complete the Project, VOLUNTEER will still be required to comply with the City's standard contract requirements.

H. In waiving the competitive bid requirements otherwise required by the SPMC, the City Council takes note of the analysis and decisions set forth in Graydon v. Pasadena Redevelopment Agency (1980) Cal.App.3d 631; Hodgeman v. City of San Diego (1942) 53 Cal. App.2nd 610; Orange County Water Dist. v. Bennett (1958) 156 Cal. App.2nd 745; and Los Angeles G&E Corp. v. City of Los Angeles (1922) 188 Cal. 307;

I. The City Engineer designed the Project and prepared the Project's plans and specifications. The plans are now complete and the Project may be constructed;

J. The City Council wishes to obtain the immunities set forth in Government Code § 830.6 with regard to the plans and construction of the Project; and

K. In accepting VOLUNTEER's donation of the Project, the City notes that Labor Code § 1720.4 specifically exempts work performed by volunteers from payment of prevailing wages. In addition, the Department of Industrial Relations ("DIR") has determined that prevailing wages need not be paid for the Project (see DIR Decision No. 98-004 dated June 10, 1998 [donated pergola on city property]; and DIR Decision No. 99-058 dated January 7, 2000 [volunteer labor]). Accordingly, the Project is not a "public work" under the Labor Code and 15-20 volunteers need not be paid prevailing wages.

SECTION 2: Design Immunity.

A. The design and plans for the Project are determined to be consistent with the City's standards and are approved.

B. The design approval set forth in this Resolution occurred before actual work on the Project construction commenced.

C. The approval granted by this Resolution conforms with the City's General Plan.

D. The approval and authorization granted by this Resolution is intended to avail the City of the immunities set forth in Government Code § 830.6.

SECTION 3: Authorizations.
A. The City Engineer, or designee, is authorized to act on the City's behalf in approving any alterations or modifications of the design and plans approved by this Resolution.

B. The City Manager is authorized to execute a contract with VOLUNTEER for construction of the Project in a form approved by the City Attorney.

SECTION 4: The City Clerk is directed to certify the adoption of this Resolution.

SECTION 5: This Resolution will become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of ______________, 20__.

__________________________________________
Eric Busch, Mayor

ATTEST:

__________________________________________
Cindy Mertesen, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By _______________________________________
Karl H. Berger, Assistant City Attorney

APPROVED AS TO CONTENT:

__________________________________________
Greg Carpenter, City Manager
AGENDA DESCRIPTION:
Consideration and possible action regarding the adoption of Ordinance No. 1469 for a zone change from the Planned Residential Development (PRD) Zone to the 540 East Imperial Avenue Specific Plan (EIASP) Zone, a Zone Text Amendment, a Specific Plan, and a Development Agreement on the site located at 540 East Imperial Avenue. Applicant: El Segundo Unified School District. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:
1. Waive second reading and adopt Ordinance No. 1469; and/or
2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Ordinance No. 1469 and Attachments (Exhibits A through D)

FISCAL IMPACT: N/A
Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Sam Lee, Interim Director of Planning and Building Safety
APPROVED BY: Greg Carpenter, City Manager

I. Background and Discussion

On March 20, 2012, the City Council adopted Resolution No. 4772 approving Environmental Assessment No. 890 certifying the Environmental Impact Report (EIR) for the 540 East Imperial Avenue Specific Plan Project, adopting a Statement of Overriding Considerations (SOC), implementing the Mitigation Monitoring and Reporting Program (MMRP), amending the General Plan (Amendment No. 10-03), and approving Subdivision No. 10-01 for Vesting Tentative Map (VTM) No. 71410 (7 lots) and VTM No. 71582 (31 lots) with the added requirement that a building permit cannot be issued for Specific Plan Option 2 before September 1, 2013. The City Council also introduced an Ordinance for Zone Change No. 10-01, Zone Text Amendment No. 10-06, Specific Plan No. 10-03, and Development Agreement No. 10-02 the added requirement that a building permit cannot be issued for Specific Plan Option 2 before September 1, 2013. If adopted, Ordinance No. 1469 will become effective in 30 days.
ORDINANCE NO. 1469

AN ORDINANCE APPROVING ZONE CHANGE NO. 10-01; ZONE TEXT AMENDMENT NO. 10-06; SPECIFIC PLAN NO. 10-03; AND DEVELOPMENT AGREEMENT NO. 10-02; ADDING ESMC § 15-3-2(A)(7) AND AMENDING ESMC §§ 15-3-1 AND 15-3-2(A); APPROVING SUBDIVISION NO. 10-01 (VESTING TENTATIVE MAP NOS. 71410 AND NO. 71582) FOR THE 540 EAST IMPERIAL AVENUE SPECIFIC PLAN PROJECT AT 540 EAST IMPERIAL AVENUE.

The City Council of the City of El Segundo does ordain as follows:

SECTION 1: The City Council finds and declares that:

A. On September 9, 2010, Mar Ventures, Inc., filed an application on behalf of the El Segundo Unified School District, for an Environmental Assessment (EA No. 890); General Plan Amendment No. 10-03; Zone Change No. 10-01; Zone Text Amendment No. 10-06; Specific Plan No. 10-03; Development Agreement No. 10-02; and Subdivision No. 10-01 for Vesting Tentative Map (VTM) Nos. 71410 (7 lots) and 71582 (31 lots) to re-designate and rezone a 5.65 acre property at 540 East Imperial Avenue from Planned Residential Development (PRD) Zone to 540 East Imperial Avenue Specific Plan (EIASP) to allow construction of one of two possible options (a 304-unit senior housing community development with a multi-family component (Option 1) or a 58-unit mixed residential development of single-family and multi-family uses (Option 2) (collectively, the “Project”);

B. The Project application was reviewed by the City of El Segundo Planning and Building Safety Department for, in part, consistency with the General Plan and conformity with the El Segundo Municipal Code (“ESMC”);

C. In addition, the City reviewed the project's environmental impacts under the California Environmental Quality Act (Public Resources Code §§ 21000, et seq., “CEQA”), the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, et seq., the “CEQA Guidelines”), and the City’s Environmental Guidelines (City Council Resolution No. 3805, adopted March 16, 1993);

D. An Initial Study was prepared pursuant to the requirements of CEQA. The Initial Study demonstrated that the project could cause significant environmental impacts. Accordingly, a Draft Environmental Impact Report (“DEIR”) was prepared and circulated
for public review and comment between November 3, 2011 and December 19, 2011 in compliance with CEQA Guidelines § 15087;

E. An Environmental Impact Report (EIR) was prepared pursuant to CEQA Guidelines § 15161;

F. The Planning and Building Safety Department completed its review and scheduled a public hearing regarding the application before the Planning Commission for January 26, 2012. Following the January 26th public hearing, the Planning Commission adopted Resolution No. 2714 recommending that the City Council approve the Project including, without limitation, adopting this Ordinance;

The 540 East Imperial Avenue Specific Plan was considered by the Airport Land Use Commission ("ALUC") at its hearing on February 22, 2012. ALUC adopted a Resolution finding the 540 East Imperial Avenue Specific Plan consistent with the Airport Land Use Plan. ALUC expressed its preference that the applicant utilize Option 1 for developing the Project site and also requested that the City provide notice to successor landowners regarding the Project site's proximity to the airport; the air easement affecting the property; and that these factors may affect any successor's property interests.

G. On March 6, 2012 the City Council held a public hearing and considered the information provided by City staff, public testimony and representatives of Mar Ventures, Inc. and the El Segundo Unified School District and continued the public hearing to March 20, 2012;

H. On March 20, 2012 the City Council held a continued public hearing; and;

I. On March 20, 2012 City Council introduced Ordinance No. 1469 approving Zone Change No. 10-01, Zone Text Amendment No. 10-06, Development Agreement No. 10-02, and Subdivision No. 10-01 for Vesting Tentative Map (VTM) No. 71410 (7 lots) and VTM No. 71582 (31 lots) for the 540 East Imperial Avenue Specific Plan;

J. This Ordinance and its findings are made based upon testimony and evidence presented to the Council at its March 6, 2012 and March 20, 2012 hearings including, without limitation, the staff report submitted by the Department of Planning and Building Safety.

SECTION 2: Environmental Assessment. Resolution No. 4772 adopted a Final Environmental Impact Report (FEIR) and a Statement of Overriding
Considerations (SOC) for this Project which, among other things, properly assesses the environmental impact of this Ordinance, and the Project, in accordance with CEQA. This Ordinance incorporates by reference the environmental findings and analysis set forth in Resolution No. 4772.

SECTION 3: Factual Findings and Conclusions. The City Council finds and declares that the factual findings and conclusions set forth in Resolution No. 4772, adopted on March 20, 2012, are incorporated as if fully set forth.

SECTION 4: Zone Change Findings.

A. Based on the factual findings in Resolution No. 4772, as incorporated into this Ordinance, the proposed Zone Change is necessary to carry out the proposed project because the proposed General Plan Amendment would change the land use classification of the project site from Planned Residential Development (PRD) to 540 East Imperial Avenue Specific Plan (EIASP). The proposed Zone Change is necessary to maintain consistency with the proposed General Plan land use designation of 540 East Imperial Avenue Specific Plan.

B. ESMC Title 15 is intended to be the primary tool for implementing the goals, objectives and policies of the El Segundo General Plan. The zone change will maintain consistency with the proposed change in General Plan land use designation to 540 East Imperial Avenue Specific Plan and is also consistent with the General Plan goals, objectives and policies set forth in Section 4 of Resolution No. 4772. Those findings of consistency are incorporated by reference as if fully set forth below.

SECTION 5: Zone Text Amendment Findings. Based on the factual findings in Resolution No. 4772, as incorporated into this Ordinance, the proposed Zone Text Amendment is necessary to implement the Project and establish the proposed 540 East Imperial Avenue Specific Plan (EIASP) Zone. An amendment to ESMC § 15-3-1 to delete the Planned Residential (PRD) Zone and to list the 540 East Imperial Avenue Specific Plan (EIASP) Zone as a zoning classification within the City is necessary for consistency with the General Plan. An amendment to ESMC § 15-3-2(A)(7) to create the 540 East Imperial Avenue Specific Plan (EIASP) is necessary for consistency with the General Plan. Additionally, an amendment to delete ESMC § 15-4D-1 to delete the Planned Residential Development (PRD) Zone development standards in its entirety is necessary for consistency with the General Plan.

SECTION 6: Specific Plan Findings. Based on the factual findings in Resolution No. 4772, as incorporated into this Ordinance, the proposed creation of the 540 East Imperial Avenue Specific Plan (EIASP), which would allow an assisted
living/senior housing development on the project site, is necessary to carry out the proposed project. Without amending the ESMC, the current zoning would not permit a senior housing use with a 0.75 Floor Area Ratio (FAR). An amendment to ESMC § 15-3-2(A) to create the 540 East Imperial Avenue Specific Plan (EIASP) is necessary for consistency with the General Plan. Additionally, an amendment to ESMC § 15-3-1 to list the 540 East Imperial Avenue Specific Plan (EIASP) Zone as a zoning classification with the City is necessary for consistency with the General Plan. The General Plan Land Use Designation of the project site is 540 East Imperial Avenue Specific Plan (EIASP). This designation is intended for senior housing consisting of apartments or condominiums, senior housing consisting of assisted and/or independent living units, single-family and/or multi-family housing units consisting of market rate apartments or condominiums. As conditioned, the proposed project Option 1 or Option 2 would be compatible with the General Plan.

SECTION 7: Development Agreement Findings. Pursuant to City Council Resolution No. 3268, adopted June 26, 1984, the City Council finds that:

A. The project is consistent with the objectives, policies, general land uses, and programs specified in the general plan and any applicable specific plan. The Development Agreement would provide the following public benefits in exchange for valuable development rights (ten-year entitlement with a five year option):

1. Development of a property that is currently vacant and underutilized.

2. Increase in employment opportunities for the City’s residents.

3. Increasing housing, in particular much needed senior housing for area residents.

4. Providing an option for an assisted living facility to meet community need.

5. Development of a project that is consistent with the Elements of the General Plan.


7. Developing a property that includes affordable housing for the community with a 15 percent housing set aside for low, very low, and extremely low income qualified senior households for Option 1 and a 10 percent set aside for Option 2.
B. The project is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located. The proposed project includes a new land use designation and zoning classification, which establishes the permitted uses and development standards that would apply to the project. These uses and development standards are similar and compatible with the other commercially zoned districts in the City.

C. The project will not adversely affect the orderly development of property or the preservation of property values. This project is surrounded by previously developed neighborhoods and will help improve the value of the neighboring properties. The proposed 540 East Imperial Avenue Specific Plan development standards and development agreement will ensure that the project will be developed in an orderly fashion. All mitigation measures will be implemented at the time and place impacts occur.

SECTION 8: Subdivision Findings.

A. The proposed map is consistent with applicable general and specific plans as specified in Government Code § 65451. As set forth in Section 4 of Resolution No. 4772, as incorporated by this Ordinance, the Project meets the goals and objectives of the General Plan and it is consistent with the 540 East Imperial Avenue Specific Plan. Vesting Tentative Map (VTM) No.71410 for project Option 1 proposes seven new lots and VTM No. 71582 for project Option 2 proposes 31 new lots. The proposed lots vary in size and meet the minimum lot sizes stated in the 540 East Imperial Avenue Specific Plan.

B. The design of the proposed subdivision is consistent with applicable general and specific plans. As set forth in Section 4 of Resolution No. 4772, as incorporated by this Ordinance, this project meets the goals and objectives of the General Plan.

C. The site is physically suitable for the proposed type of development in that, after the proposed grading, the areas outside the required setbacks on each individual lot will be relatively flat. The proposed lots meet the size and dimension requirements to allow the subdivision of the existing parcel. The previous land use and zoning designation for the property was Planned Residential Development. The new 540 East Imperial Avenue Specific Plan continues the residential use at a mix that is more in line with the surrounding single-family and multi-family residential uses.

D. The site is physically suitable for the proposed density of development. The proposed project involves a subdivision of a 5.65
acre parcel into either a 7 lot subdivision (Option 1), or a 31 lot subdivision (Option 2). The proposed maximum density (53 DU/acre) is consistent with the 540 East Imperial Avenue Specific Plan. Each new lot will meet or exceed the minimum size and dimension requirements.

E. The design of the subdivision or the proposed improvements is unlikely to cause substantial damage or substantially and avoidably injure fish or wildlife or their habitat. The proposed project site is a former elementary school located in an urbanized area surrounded by existing single-family and multi-family residences. There are no fish or wildlife habitats on the site that could be damaged by the proposed subdivision or new development.

F. The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. The proposed subdivision is not anticipated to conflict with any known easements located at, or near the property. No easements have been identified on the subject site.

SECTION 9: ESMC § 15-3-2(A) is amended to add subsection 7 to read as follows:

“7. 540 East Imperial Avenue Specific Plan

There is one zone intended to be used within the boundaries of the 540 East Imperial Avenue Specific Plan. The zone is:

EIASP -East Imperial Avenue Specific Plan”

SECTION 10: ESMC § 15-3-1 is amended to delete “PRD planned residential development zone.”

SECTION 11: ESMC Chapter 15-4D is deleted in its entirety.

SECTION 12: The current Zoning Map is amended by changing the Project site from Planned Residential Development to “540 East Imperial Avenue Specific Plan.” The corresponding changes to the Zoning Map are set forth in attached Exhibit “A,” which is incorporated into this Ordinance by reference.

SECTION 13: The “540 East Imperial Avenue Specific Plan” is adopted as set forth in attached Exhibit “B,” which is incorporated into this Ordinance by reference.

SECTION 14: The Development Agreement by and between the City of El Segundo and the El Segundo Unified School District, as set forth in attached
Exhibit “C,” and incorporated into this Ordinance by reference, is approved. The Mayor is authorized to execute the Development Agreement in a form approved by the City Attorney.

SECTION 15: Additional Approvals. To the extent they are not otherwise adopted or approved by this Ordinance, and subject to the conditions listed on attached Exhibit “D,” which are incorporated into this Ordinance by reference, the City Council approves Zone Change No. 10-01, Zone Text Amendment No. 10-06, Specific Plan No. 10-03, Development Agreement No. 10-02, and Subdivision No. 10-01.

SECTION 16: Reliance on Record. Each and every one of the findings and determinations in this Ordinance are based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the project. The findings and determinations constitute the independent findings and determinations of the City Council in all respects and are fully and completely supported by substantial evidence in the record as a whole.

SECTION 17: Limitations. The City Council’s analysis and evaluation of the Project is based on the best information currently available. It is inevitable that in evaluating a project that absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the project is the City Council’s knowledge of future events. In all instances, best efforts have been made to form accurate assumptions. Somewhat related to this are the limitations on the City’s ability to solve what are in effect regional, state, and national problems and issues. The City must work within the political framework within which it exists and with the limitations inherent in that framework.

SECTION 18: Summaries of Information. All summaries of information in the findings which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding, is not based in part on that fact.

SECTION 19: Effectiveness of ESMC. Repeal or amendment of any provision of the ESMC will not affect any penalty, forfeiture, or liability incurred before or preclude prosecution and imposition of penalties for any violation occurring before this Ordinance’s effective date. Any such repealed part will remain in full force and effect for sustaining action or prosecuting violations occurring before the effective date of this Ordinance.

SECTION 20: Recordation. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of El Segundo’s book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.
SECTION 21: Severability. If any part of this Ordinance or its application is deemed invalid by a court of competent jurisdiction, the city council intends that such invalidity will not affect the effectiveness of the remaining provisions or applications and, to this end, the provisions of this Ordinance are severable.

SECTION 22: Effective Date. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 3rd day of April 2012.

_______________________________________
Eric Bush, Mayor
ATTEST:

STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES )    SS
CITY OF EL SEGUNDO )

I, Cindy Mortesen, City Clerk of the City of El Segundo, California, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Ordinance No. 1469 was duly introduced by said City Council at a regular meeting held on the 20th day of March 2012, and was duly passed and adopted by said City Council, approved and signed by the Mayor, and attested to by the City Clerk, all at a regular meeting of said Council held on the 3rd day of April 2012, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____________________

Cindy Mortesen, City Clerk

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: __________________________

Karl H. Berger, Assistant City Attorney
City Council Ordinance ___ Exhibit B

540 East Imperial Avenue
Specific Plan

March 2012
540 EAST IMPERIAL AVENUE SPECIFIC PLAN

SPECIFIC PLAN NO. 10-03
EL SEGUNDO, CALIFORNIA

APPLICANT
EL SEGUNDO UNIFIED SCHOOL DISTRICT

Prepared By

LISA KRANITZ, ESQ, WALLIN, KRESS, REISMAN & KRANITZ, LLP
KIMBERLY CHRISTENSEN, AICP, PLANNING MANAGER, CITY OF EL SEGUNDO
TRAYCI NELSON, SENIOR CONTRACT PLANNER, CITY OF EL SEGUNDO

MARCH 2012
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540 EAST IMPERIAL AVENUE SPECIFIC PLAN

1.0 SUMMARY

This Specific Plan was prepared to provide guidance and to allow flexibility when developing a 5.65 acre parcel located on a former El Segundo School District Site at 540 East Imperial Avenue (the “Project Site”) consistent with the adjoining uses.

Under this Specific Plan, the Project Site can be developed with one of the following conceptual project options a Senior Housing Community with a Multi-Family Residential (R-3) component, or a Mixed Residential Development, as further defined in Section 1.7 “PROJECT DESCRIPTION.”

Detailed text and exhibits which more fully describe the conceptual options and improvements envisioned for construction are included in this Specific Plan. The Specific Plan will guide the build-out of the Project Site in a manner that is consistent with City and State policies and standards and ensures that the Project is developed in a coordinated manner.

1.1 PURPOSE AND AUTHORITY OF SPECIFIC PLAN

The purpose of this Specific Plan is to provide a foundation for the proposed land uses on the subject property through the application of regulations, standards and design guidelines. The 540 East Imperial Avenue Specific Plan provides text and exhibits which describe the proposed land uses and associated guidelines.

This Specific Plan has been adopted in accordance with the provisions of Government Code §§ 65450 through 65457 which grant local governments authority to prepare Specific Plans of development for any area regulated by a General Plan. These sections also identify the required contents of a Specific Plan and mandate consistency with the General Plan.

According to Government Code § 65450, a Specific Plan must include text and a diagram or diagrams which specify all of the following in detail:

- The distribution, location, and extent of the uses of land, including open space within the area covered by the plan.

- The proposed distribution, location, extent, and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy and other essential facilities proposed to be located within the land area covered by the plan and needed to support the land uses described in the plan.

- Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

- A program of implementation measures including regulations, programs, public works projects and financing measures necessary to carry out the above items.

- A discussion of the relationship of the Specific Plan to the General Plan.
A thorough review of the El Segundo General Plan shows that this Specific Plan is compatible and consistent with the goals and policies outlined in the General Plan. This Specific Plan will further the goals and policies of the General Plan as more fully described below.

This Specific Plan was prepared to provide the essential relationship between the policies of the El Segundo General Plan and actual development in the project area. By functioning as a regulatory document, the 540 East Imperial Avenue Specific Plan provides a means of implementing and detailing the City of El Segundo's General Plan. All future development plans and entitlements within the Specific Plan boundaries must be consistent with the standards set forth in this document.
1.2 **PROJECT GOALS**

The goal of this Specific Plan is to develop housing within the City of El Segundo which will help the City achieve its Regional Housing Needs Allocation, including the opportunity to develop much needed senior housing and affordable housing.

1.3 **PROJECT LOCATION AND ADJACENT LAND USES**

Regionally, the Project Site is located in the northwest quadrant of the City of El Segundo, adjacent to the City's northern border along Imperial Avenue. The Project Site is almost one mile east of Sepulveda Boulevard (Highway 1) and the entrance to the Century Freeway (Interstate 105), approximately 2.4 miles east of the San Diego Freeway (Interstate 405), and immediately south of Los Angeles International Airport (LAX).

Locally, the Project Site is located on the south side of East Imperial Avenue between Sheldon Avenue and McCarthy Court. Immediately to the west of the Project Site on Imperial Avenue is a mortuary in the Neighborhood Commercial (C-2) Zone; single-family residences abut the remainder of the western boundary of the Project Site. Immediately to the east of the Project Site are R3 lots with multi-family residences; a sump lies about half-way down along the eastern side of the property and single-family residences lie at the southeastern property line. The Project Site borders R-3 with multi-family residences on the southern property line (Exhibit 1).

Exhibit 1 Project Site and Adjacent Land Uses
1.4 Project Site History

The 5.65-acre 540 East Imperial Avenue Specific Plan site (project site) comprises six lots and is currently developed with the Imperial Avenue Elementary School. The elementary school was built in 1956. Because of declining enrollment in the El Segundo Unified School District (ESUSD), the school campus was closed in 1975 and in 1979 was declared Surplus Property by ESUSD. In 1984, it was used as an employee training facility for the Hughes Aircraft Company. In 1997, the school campus was re-opened under a lease to the Los Angeles Unified School District (LAUSD) as a special needs school, but was closed again a few years later. In 2007 the ESUSD Board of Education established a 7-11 Surplus Property Committee to determine what should be done with the site. The Committee work developed in three phases: information gathering; public input; and discussion. Based on the Committee's work, in 2009 the District began the process to entitle the site for development, including the option of a senior housing community.

In September 2010 the District applied for various land use entitlements that would allow the site to be developed with a Senior Housing Community. In November 2010 the District revised its applications to provide for the option of building either a Senior Housing Community or a Mixed Residential development.

Before approving this Specific Plan and other related applications, the General Plan designation and the zoning of the site was Planned Residential Development (PRD) which allowed a maximum of 29 single-family units and 36 multi-family units to be built on the entire 5.65 acre site. The change of both the General Plan and zoning to 540 East Imperial Avenue Specific Plan allows for either option (discussed above) to be developed.

1.5 Existing Site

The proposed Project Site is currently developed with eight (8) single-story structures (totaling 22,488 square feet) that served as administrative offices and classrooms. Existing structures at the Project Site extend from the northern to the southern portion of the site, along the eastern property line. Development on the Project Site also includes open space and recreational facilities in the form of playground equipment and an approximately 0.50-acre baseball field on the west-northwest portion of the property. While the school has remained unoccupied, the baseball field is currently utilized for little league baseball on weekends between January and June. Several scattered trees line the western portion of the project site with ground cover near the baseball field. Generally, the project site slopes from a high point at the northwest corner of the site, along East Imperial Avenue, to a low point at the southeast corner of the site along Walnut Avenue. The site is graded into two pads with a 2:1 slope separating them. The overall slope of the site from northwest to southeast is roughly 5 percent. Impervious surfaces on the site consist of asphalt parking areas and building roofs. Pervious surfaces on the proposed project site consist of open space and a ball field.

The Specific Plan area will encompass the entire 5.65 acre site.

1.6 CEQA Compliance

In compliance with CEQA an EIR was prepared for this Project. The EIR analyzed two separate Options: a Senior Housing Community consisting of 150 assisted living units and 150 senior
apartments/townhomes with four townhomes built on the southern portion of the property; and a mixed residential development consisting of 24 single-family homes and 34 multi-family homes.

In accordance with Government Code § 65457, any residential development that is developed consistent with this Specific Plan is exempt from further CEQA analysis unless an event specified in Public Resources Code § 21166 occurs as to the Specific Plan.

1.7 PROJECT DESCRIPTION

The 540 East Imperial Avenue site will be developed in substantial conformance with one of the Options described below.

Senior Housing Community/Multi-Family Residential (R-3) Option (Specific Plan Option 1)

The Senior Housing Community/Multi-Family Residential (R-3) Option (Specific Plan Option 1) would consist of the following types of development, with the assisted living and senior residential both restricted to individuals fifty-five (55) years or older:

- On 5.32 acres: an assisted living development consisting of dwelling units made up of: assisted and/or independent living units which will provide common facilities such as a common kitchen and dining room, game playing area, library, exercise room, pool and restrooms, as well as individual kitchenettes which at a minimum will include a refrigerator, sink and microwave; and a senior residential development consisting of apartments and/or condominiums. The development would include a maximum of 150 assisted/independent living units and 150 senior apartments/townhomes.

- The southern .33 acres of the Project Site which fronts on Walnut Avenue would be developed under Multi-Family Residential (R-3) standards. Four (4) townhomes would be built on the remaining 0.33-acre parcel, located at the southern end of the project site. While the four townhomes are part of the 540 East Imperial Avenue Specific Plan development, they would be re-zoned and developed separately from the larger assisted/independent living complex and senior apartments/townhomes, pursuant to the Multi-Family Residential (R-3) development standards.

Mixed Residential Development Option (Specific Plan Option 2)

Under the Mixed Residential Development Option (Specific Plan Option 2) the property could be developed with a maximum of twenty-four (24) single-family and thirty-four (34) multi-family units on private streets. The multiple-family units would front East Imperial Avenue on the northern portion of the project site. The single-family residences would be located on the southern portion of the project site.

1.8 ENTITLEMENTS

The following entitlements were granted in conjunction with this Specific Plan.

- General Plan Amendment changing the land use designation from Planned Residential Development (PRD) to 540 East Imperial Avenue Specific Plan.
• Zone Text Amendment to: 1) delete the Planned Residential (PRD) Zone from El Segundo Municipal Code ("ESMC") § 15-3-1; 2) add 540 East Imperial Avenue Specific Plan to ESMC § 15-3-1; 3) add a new ESMC § 15-3-2(A)(7) "540 East Imperial Avenue Specific Plan"; and 4) delete ESMC Chapter 15-4D (Planned Residential Development (PRD) in its entirety.

• Zone Change to rezone Property from Planned Residential Development (PRD) to 540 East Avenue Imperial Specific Plan.

• Development Agreement between the City of El Segundo and the El Segundo Unified School District.

• Vesting Tentative Map No. 71410 - dividing the Specific Plan Area into seven (7) new parcels or Vesting Tentative Map No. 71582 dividing the Specific Plan Area into thirty one (31) new parcels.
2.0 CONSISTENCY WITH THE GENERAL PLAN

Government Code § 65454 requires that the Specific Plan be consistent with the General Plan. Government Code § 65451 requires a statement of relationship between the Specific Plan and the General Plan. As documented by the EIR, the Specific Plan is consistent with the General Plan. The two elements that are most related to the Project are the Land Use Element and the Housing Element; the consistency with these two elements is discussed below.

2.1 LAND USE ELEMENT

The City amended the General Plan designation and zoning of the Project Site to 540 East Imperial Avenue Specific Plan to allow the development options set forth in this Specific Plan of either a Senior Housing Community with a multi-family component or a Mixed Residential development.

The Senior Housing Community/Multi-Family Residential (R-3) Option (Option 1) may consist of an Assisted Living development and/or a Senior Residential development. Although the Senior Housing Community would allow the opportunity for more development than the previous zoning, senior housing does not generate significant noise, traffic or other impacts that would be detrimental to neighboring residential uses. Due to the size and slope of the property, the Senior Housing Community would be designed in such a way so as to minimize the visual impacts on the surrounding residential uses.

The Specific Plan also provides that the Mixed Development Option (Option 2) will be limited to not more than twenty-four (24) single-family units and not more than thirty-four (34) multi-family units. This is very similar to what was previously allowed and therefore this use remains consistent with the General Plan Land Use Element.

Like the previous Planned Residential Development (PRD) zoning on the property, the Specific Plan will allow design flexibility and will continue to provide transitional uses that are consistent with the surrounding residential uses which will help protect one of the City’s greatest attributes, its residential area.

More specifically, the Specific Plan promotes the following from the Land Use Element of the City's General Plan:

- **Goal LU3: Proper Distribution of Residential Land Uses** – Promote the health, safety and well being of the people of El Segundo by adopting standards for the proper balance, relationship, and distribution of the residential land uses.

- **Objective LU3-2** – Preserve and maintain the City’s low-medium density residential nature, with low building height profile and character, and minimum development standards.

- **Policy LU3-2.1** - Promote construction of high quality Multi-Family Residential developments with ample open space, leisure and recreational facilities.
2.2 Housing Element

The City of El Segundo currently has a larger proportion of seniors than the County of Los Angeles as a whole (12.3% vs. 9.7%). In 2009, the City adopted the most current version of its Housing Element which recognizes this trend in population growth of the senior community and the need for expanded housing programs for seniors, including assisted living facilities. The Housing Element also recognizes the Project Site as an underutilized site, development of which will help satisfy the City’s housing needs. The Specific Plan will allow the opportunity for even more housing of a much needed type to be built than the 65 units previously allowed under the Planned Residential Development (PRD) zoning. More specifically the Specific Plan implements the following goals of the Housing Element (as adopted in 2009):

• **Goal 2:** Provide sufficient new, affordable housing opportunities in the City to meet the needs of groups with special requirements, including the needs of lower and moderate-income households.

  • **Policy 2.1:** Establish and maintain land use controls to accommodate the housing needs of elderly, disabled and other special needs households.

• **Goal 3:** Provide opportunities for new housing construction in a variety of locations and a variety of densities in accordance with the land use designations and policies in the Land Use Element.

  • **Policy 3.1** – Provide for the construction of 168 new housing units during the 2006-2014 planning period in order to meet the goals of the Regional Housing Needs Assessment (RHNA).

  • **Policy 3.3** – Permit vacant and underdeveloped property designated as residential to develop with a diversity of types, prices and tenure.

  • **Policy 3.4** – Encourage new housing to be developed within the Smoky Hollow Mixed-Use district, and on the Imperial School site.

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1 The reference noted here is taken from the City of El Segundo Housing Element (2009) which defines seniors as age 65 and older. This project will provide senior housing for persons age 55 and older which increases the percentage and the total number of seniors in El Segundo as noted in § 4.2 (Affordability) of this Specific Plan.
3.0 PHYSICAL DEVELOPMENT

3.1 CIRCULATION

Senior Housing Community/Multi-Family Residential (R-3) Option (Option 1)

In order to reduce traffic impacts along Walnut Avenue, a .33 acre lot on the southerly side of the Project Site will be created for multi-family housing which will be physically separated from the rest of the Project Site. Access to the remaining 5.32 acres, which will house the Senior Housing Community, will be via two driveways on East Imperial Avenue which will provide circulation and emergency access throughout that portion of the Project Site.

Mixed Residential Development Option (Option 2)

The Mixed Residential Development will provide for the multi-family units to front and take access from East Imperial Avenue and the single-family units to take access from Walnut Avenue which will minimize traffic impacts on the surrounding streets. The circulation system for the single-family homes will be developed so as to be adequate for emergency vehicles.

3.2 UTILITIES AND INFRASTRUCTURE

A. Water Service

Water service is provided by the City of El Segundo and is currently available within the Specific Plan Area. The site is currently served by connections to an existing 6" diameter main in Walnut Avenue and 10" main in Imperial Avenue. The Project would maintain these connections, add connections as necessary and provide for on-site domestic and fire water services.

B. Sewer Service

Sewer service within the project area, which is west of Sepulveda Boulevard, is provided by underground sewers maintained by the City of El Segundo. The site is currently served by an 8" sewer running along the easterly property line, which drains to an existing 8" main in Walnut Avenue. The Project would continue to drain to Walnut Avenue.

C. Solid Waste Disposal

Solid waste disposal is provided to commercial users by a variety of private haulers and to residential users by Consolidated Waste Disposal. The Assisted Living development within the Specific Plan area would contract with a provider. Landfill capacity is adequate for the assumed population and commercial growth within Los Angeles County. The 540 East Imperial Avenue Specific Plan would not exceed any assumptions for either population or commercial growth in the region.

D. Gas Service

Gas service is provided by Southern California Gas Company. A 2" service line is available in Walnut Avenue.
E. Electric/Telephone and Cable Service

Electric service is provided by Southern California Edison. Telephone service is provided by AT&T, Verizon and Sprint via existing lines in adjacent streets and cable service is provided by Time Warner Cable, Direct TV and Dish Network.

F. Fire Suppression

The El Segundo Fire Department (ESFD) provides fire protection services and emergency medical service to the City. The Specific Plan area is approximately 1 mile from Station 1 located at 314 Main Street in Downtown El Segundo and approximately 1.8 miles from Fire Station 2 located at 2261 Mariposa Avenue. Water for fire suppression is available from existing water lines via hydrants adjacent to the Project Site. Private hydrants will be installed if required to provide coverage for approved structures.

G. Police Services

The El Segundo Police Department provides police protection services to the City. The Specific Plan area is approximately 1 mile from the police station located at 348 Main Street.

H. Drainage

On-site drainage must comply with National Pollution Discharge Elimination System (NPDES) requirements.
4.0 Land Use And Development Standards

4.1 Distribution and Location of Land Use

Senior Housing Community/Multi-Family Residential (R-3) Option (Option 1)

Under this option, the southern .33 acre "tail" of the property which fronts on Walnut Avenue will be developed in accordance with the provisions of the R-3 (multi-family) zone and will be physically separated from the remainder of the Project Site.

There are two types of housing that will be developed under the Senior Housing Community: Assisted Living and Senior Residential which may be placed on the remaining 5.32 acres in substantial conformance with the approved concept site plan provided that the overall development does not exceed the total square footage and FAR set forth below and meets all of the other Development Standards set forth in Section 4.2.

The following graphical depiction provides a concept for the Senior Housing Community with Senior Housing that provides for 150 assisted and/or independent living units on the northern portion of the Project Site and 150 Senior Dwellings on the southern portion of the Project Site. The .33 acre R-3 (multi-family) "tail" piece is also shown (Exhibit 2). This concept may be modified in accordance with the procedures for minor and major modifications set forth in Section 4.3 below.
**Mixed Residential Development Option (Option 2)**

Under this development option, multi-family lots would be created fronting East Imperial Avenue. The remainder of the property to the south would be developed with single-family lots that would be accessed from Walnut Avenue.

The following provides a concept of the Mixed Residential Unit Development. This concept may be modified in accordance with the procedures for minor and major modifications set forth in Section 4.3 below.

Exhibit 3 - Mixed Residential Unit Development Option 2
4.2 DEVELOPMENT STANDARDS

Except as otherwise provided, this Specific Plan must be administered pursuant to the ESMC. The development standards set forth herein for both development options are intended to provide flexibility in the development while providing consistency with adjacent uses.

Where this Specific Plan does not specifically regulate, development must comply with the ESMC.

AFFORDABILITY

The City of El Segundo 2009 Housing Element identified a need for affordable housing to provide for a growing senior population. As envisioned in the element, based on that need Option 1 would set aside fifteen (15) percent of the total units as affordable units for extremely low, very low and low income senior households and Option 2 would set aside ten (10) percent of the total units as affordable units. The set aside is characteristic of the 55 and older senior population in the City of El Segundo which (based on the 2000 Census) represents 15.7 percent (2,519) of the total 16,033 population. Based on the Regional Housing Needs Assessment (RHNA), El Segundo is required to provide 168 additional housing units during the current housing cycle (2006-2014). The allocation of the 168 units is broken down into five categories as follows: 22 extremely low income households, 22 very low income households, 27 low income households, 28 moderate income households, and 69 above moderate income households. The City has a total of 43 units that can be credited toward the above moderate income requirements for the current 2006-2014 planning period.

The units in this project will be used to meet a portion of the need in the extremely low, very low, and low income household category which represent a proportional total of 31 percent, 31 percent, and 38 percent respectively, of the total RHNA allocation for the lower income categories. These same percentages were applied to the unit totals for this project. Accordingly, if 304 units are built under Option 1, a total of 46 units would be required as follows: 14 units (31% of the total 15%) for the extremely low income senior household category; 14 units (31% of the total 15%) for the very low income senior household category; and 18 units (38% of the total 15%) for the low income senior household category to be split equally between the assisted living and townhome/apartment units. If all 58 units are built under Option 2, a total of 6 units comprised of 2 units in each income category would be required (extremely low – 31% of the total 10%; very low – 31% of the total 10%; and low – 38% of the total 10%). Developer must still provide 15% set aside for the total number of units constructed for Option 1 and 10% set aside for the total number of units constructed for Option 2 should fewer units than the maximum allowed be constructed. The units must be distributed in the same percentage ratios as specified above in the low, very low, and extremely low income categories. Percentages for the total number of units and for each income category must be calculated by rounding to the nearest whole number not to exceed the maximum required percentage. Any affordable housing units that are required based on the single-family component of Option 2 may be satisfied by developing the requisite number of units in other components of the project.

The developer must submit an income and verification monitoring plan to the Director of Planning and Building Safety before building permits are issued.
SENIOR HOUSING COMMUNITY/MULTI-FAMILY RESIDENTIAL (R-3) OPTION (OPTION 1)

The southern .33 acre "tail" of the Project Site will be developed in accordance with the existing provisions of the Multi-Family Residential (R-3) Zone. The remaining 5.32 acres will be developed in accordance with the following:

A. Permitted Uses

1. Senior Dwellings consisting of apartments or condominiums.
2. Senior Housing consisting of assisted and/or independent living units.
3. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

B. Permitted Accessory Uses

1. Wireless communication facilities subject to ESMC Chapter 15-19.
2. Any use customarily incidental to a permitted use.
3. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

C. Site Development Standards

1. Lot Coverage/Density

   The Senior Housing Community development on the 5.32 acre parcel cannot exceed a total of 175,000 square feet combined, with a 0.75 total FAR. The exact mix of housing options is determined through the Site Plan Review application procedure submitted in accordance with the Specific Plan but the development totals cannot exceed the maximum density analyzed in the EIR.

2. Lot Area

   The minimum lot area is 15,000 gross square feet.

3. Height

   No building or structure can exceed thirty-five (35) feet in height, with the exceptions of parapets and other auxiliary structures that cannot exceed forty-five (45) feet in height.

4. Setbacks

   a. Front Yard along East Imperial Avenue: 20-foot minimum.

   b. Side Yard: 40-foot minimum.

   c. Rear Yard: 40-foot minimum between the southern side of the Specific Plan area and the R-3 uses to the south.
d. *Between Uses:* The minimum setback between the Assisted Living on the north and the Senior Residential on the south side of the Specific Plan area is 10 feet to each property line.

5. **Lot Frontage**

Each Lot must have a minimum frontage on a street of 75 feet.

6. **Building Area/Floor Area Ratio (FAR)**

The total net floor area of all buildings cannot exceed the total square footage of the property multiplied by 0.75.

7. **Off-Street Parking and Loading Spaces**

Off-street parking and loading spaces, including parking for employees and visitors must be provided as follows:

- **Senior Dwellings (Market Rate):**
  - 1 space per studio/1 bedroom units
  - 2 spaces per 2 bedroom units

- **Senior Dwellings (Affordable):**
  - 0.5 space per studio/1 bedroom units
  - 1 spaces per 2 bedroom units

- **Senior Housing Assisted Living Units (Market Rate):**
  - 1 space per 2 units/2 beds

- **Senior Housing Assisted Living Units (Affordable):**
  - 1 space per 3 units/3 beds

D. **Design Features**

Assisted Living facilities will contain the following design features:

- Kitchen
- Dining Room
- Library
- Restrooms
- Exercise Area
- Recreational Facilities consisting of:
  - Game Playing Area
  - Pool
  - Open Space consisting of: landscaped courtyards and other passive recreational areas
  - Within each individual dwelling unit a kitchenette consisting of a minimum of refrigerator, sink and microwave
Senior Residential facilities will contain the following design features:

- Pool
- Community Room
- Lobby
- Mail Room

**Mixed Residential Development Option (Option 2)**

**A. Permitted Uses**

1. Single-Family units and/or multi-family housing units consisting of apartments, townhomes, or condominiums.

2. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

**B. Permitted Accessory Uses**

1. Any use customarily incidental to a permitted use.

2. Detached accessory buildings and structures, including private garages.

3. Other similar uses approved by the Director of Planning and Building Safety, as provided by ESMC Chapter 15-22.

**C. Site Development Standards**

1. **Density**

   The Mixed Unit Development cannot exceed a maximum of twenty-four (24) single-family units and thirty-four (34) multi-family units. The exact mix and layout of housing is determined through the Site Plan Review application procedure submitted in accordance with the Specific Plan.

2. **Lot Area**

   The minimum lot area for single family residential is 5,000 gross square feet.

   The minimum lot area for multi-family residential is 7,000 gross square feet.

3. **Height**

   Single-family residential dwelling units must comply with the existing height standards set forth in ESMC Chapter 15-4A.

   Multi-family residential dwelling units cannot exceed thirty-five (35) feet in height.
4. **Setbacks**

Setbacks for single-family residential dwelling units, in accordance with ESMC Chapter 15-4A for multi-family residential dwelling units, in accordance with ESMC Chapter 15-4B.

5. **Lot Frontage**

Each lot developed with multi-family residential dwellings must have a minimum frontage on a street of 50 feet.

Each lot developed with single-family residential dwellings must have a minimum frontage on a street of 50 feet.

6. **Building Area/Floor Area Ratio (FAR)**

The maximum net floor area permitted for single-family residential buildings and multi-family residential building must comply with ESMC Chapters 15-4A and 15-4C, respectively.

7. **Off-Street Parking and Loading Spaces**

Off-street parking and loading spaces must be provided in accordance with ESMC Chapter 15-15.

D. **Timing**

Building permits cannot be issued for Option 2 until September 1, 2013.

**GENERAL DEVELOPMENT STANDARDS FOR EITHER DEVELOPMENT OPTION**

A. **Landscaping**

Landscaping must be provided as required by the existing provisions of ESMC Chapters 10-2 and 15-2.

B. **Walls and Fences**

All walls and fences must comply with ESMC § 15-2-4, Decorative masonry, open work wrought iron and similar materials are permitted. The use of chain link and razor wire is prohibited.

C. **Access**

All development projects must provide adequate access for emergency vehicles. In addition, all development projects must provide pedestrian access between buildings and transit facilities located on site and/or off site, if within adjoining public rights-of-way.
D. Signs

Signs located in the Specific Plan area must comply with the requirements of ESMC Chapter 15-18.

E. Energy Standards

The development must be built to a minimum of LEED Certified standard or such other equivalent standard determined by the Director of Planning and Building Safety. LEED stands for the Leadership in Energy and Environmental Design (LEED) Green Building Rating System developed by the United States Green Building Council (USGBC) and provides a suite of standards for environmentally sustainable construction.

F. Design Standards

The following minimum design standards must be incorporated in all projects within the Plan area:

1. All colors, textures, and materials on exterior elevation(s) must be coordinated to achieve a continuity of design throughout the 5.32 acre portion of the Project Site, regardless of whether the units are developed at the same time.

2. The buildings must have contrasting accent features that use at least two primary exterior building materials (including, without limitation, stucco, stone, rock, and brick) and/or two exterior colors.

3. Building materials must be of non-reflective coatings and glazings and windows must use low-reflectivity glass.

4. Plans must be reviewed and approved by the Director of Planning and Building Safety for compliance with these Design Standards. If the Director finds that such plans are non-compliant, an applicant may appeal that decision in accordance with the ESMC.

G. Phasing

The housing on the entire 5.65 acre Project Site may be developed in one or more phases.

H. Transportation Demand Management (TDM)

Option 1, the Senior Housing Community/Multi-Family Residential (R-3) project, must provide two bulletin boards, display cases or kiosks displaying transportation information located where it is visible to the greatest number of residents and employees (one within the assisted living development and one within the senior residential development). Information in the area must include, without limitation, the following:

1. Current maps, routes and schedules for public transit routes serving the site;
2. Telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators;

3. Ridesharing promotional material supplied by commuter-oriented organizations;

4. Bicycle route and facility information including regional/local bicycle maps and bicycle safety information; and

5. A list of facilities available for carpoolers, vanpoolers, bicyclists, transit riders, residents and pedestrians at the site.

4.3 MODIFICATIONS

The following requirements apply to Option 1 and to Option 2:

A. Minor Modifications/Administrative Approvals

The Developer may make minor changes to the Project and Project Approvals ("Minor Modifications") without amending this Specific Plan upon the administrative approval of the Director of Planning and Building Safety or designee, provided that such modifications are consistent with the Development Standards, Applicable Rules and Project Approvals.

B. Major Modifications

Unless such modification is approved in accordance with subsection A above or is a use approved subject to an Administrative Use Permit, any proposed modification to the Project which results in any of the following do not constitute a Minor Modification but constitute a Major Modification and require an amendment to this Specific Plan:

1. Any decrease in the required building setbacks;

2. Any increase in the total developable square footage or FAR of the entire Property for either project option;

3. Any increase in height of buildings or structures on the Property above thirty-five (35) feet with the exception of parapets and other auxiliary structures that cannot exceed forty-five (45) feet in height;

4. Any decrease in the minimum required lot area;

5. Any decrease in the minimum required lot frontage;

6. Any change in use to a use which is not permitted herein;

7. Any deviation from the uses and development standards or limitations set forth in Section 4.1 and Section 4.2 of this Specific Plan, except to the extent these Sections specifically provide for the Council or the Director to approve of such changes;
8. Any material modification to Developer’s obligation to provide LEED certification, or such other equivalent standard as determined by the Director of Planning and Building Safety for the Project; or

9. Any material modification that requires modifications to the EIR other than an Addendum.

10. Other than the Major Modifications listed above, all other modifications to the Project are considered “Minor Modifications.”
5.0 IMPLEMENTATION AND ADMINISTRATION

5.1 OVERVIEW

In order to develop a project that is in conformance with the uses, density and FAR approved in this Specific Plan, a Site Plan Review ("SPR") application must be filed with the Department of Planning and Building Safety. The plans must be in substantial conformance with the approved conceptual plans.

5.2 APPLICATION FOR SITE PLAN REVIEW - CONTENTS

The Site Plan Review Application must be submitted in conformance with applicable City application requirements and must include all information deemed necessary by the Director of Planning and Building Safety to address site plan review criteria. The plans must be in substantial conformance with the approved conceptual plans.

5.3 SITE PLAN REVIEW – PROCEDURE

A. The Director of Planning and Building Safety must review an application to ensure there is consistency with the Specific Plan within 30 days after it is submitted.

B. CEQA Review, if required, must be conducted within the time frames set forth in the Public Resources Code and the California Code of Regulations.

C. The Site Plan Review must be timely scheduled for public hearing before the Planning Commission, which date cannot exceed 30 days after the completion of the public review period of the environmental documentation, if any, or within 30 days from the date the application is deemed complete if no further environmental review is required. The Planning Commission must render its decision in writing, either approving, approving with conditions, or denying the Site Plan Review application, stating the reasons for such action. The decision of the Planning Commission is final unless appealed to the City Council.

D. Any aggrieved person may appeal the Planning Commission's decision to the City Council. Such appeal must be filed in writing with the Department of Planning and Building Safety within ten days after the date of the written decision by the Planning Commission. Upon receiving such an appeal and the payment of the appropriate filing fee, the matter must be scheduled for consideration by the City Council not more than 45 days after the date of receipt of the appeal.

E. The Site Plan is valid for two years from the date of approval. If construction has not commenced within such time, but the applicant has diligently pursued the project plan review process, the Director of Planning and Building Safety may extend the precise plan of design for up to one additional year.

F. Subsequent to the approval of the Site Plan, the Director of Planning and Building Safety may approve minor changes in the Site Plan or the conditions thereof if he finds that there are practical reasons for such changes, that such changes do not substantially vary from the previously approved site plan and applicable City codes and that such changes do not involve deviations from the design's intent.
5.4 SITE PLAN REVIEW CRITERIA

The purpose of the Site Plan Review procedure is to ensure that the development provides a cohesive visual identity and coordinated design character for the Specific Plan area of high quality. The overall coordinated design character must be expressed in the site planning, architecture, landscaping, lighting, and signage. The architectural design is to be compatible in character, massing and materials consistent with the conceptual plan depicted in this Plan. The architectural design must provide a residential character that complements the surrounding uses and integrates the residential uses with the neighborhood to ensure that the project does not have the appearance of a suburban subdivision with a single uniform architectural building design. A minimum of two distinct architectural styles and building designs must be used for the single-family uses in Option 2 and two distinct architectural style and building designs must be used for the multi-family uses in Option 2. The site design should maximize setback distances of buildings and parking spaces from the existing surrounding residential development to the east, west and south to the extent feasible, minimize the reduction of on-street parking in relationship to driveway placement, and distribute the placement of required landscaping throughout parking areas.

In approving the Site Plan Review the Planning Commission, or City Council on appeal, must consider the following factors:

A. The dimensions, shape and orientation of the parcel;
B. The placement of buildings and structures on the parcel;
C. The height, setbacks, and bulk of buildings;
D. The building materials and design;
E. The distance between buildings or structures;
F. The location, number and layout of off-street parking and loading spaces;
G. The internal traffic patterns and pedestrian safety features;
H. The location, distribution, amount and type of landscaping materials and the sustainability of the landscaping material with the El Segundo climate in compliance with the applicable climate zone;
I. The placement, height and direction of illumination of light standards;
J. The location, number, size and height of signs;
K. The location, height and materials of walls, fences or hedges; and
L. The location and method of screening refuse and storage areas, roof equipment, pipes, vents, utility equipment and all equipment not contained in the main buildings of the development.
5.5 **Approval Criteria**

The Planning Commission, or City Council on appeal, will approve the Site Plan if it finds that the site plan, architecture and landscape design, with conditions if necessary are consistent with the Project Description and development standards set forth herein.

5.6 **General Administration**

Unless regulated by this Specific Plan, development will be administered and enforced by the City in accordance with the ESMC. This Specific Plan supersedes any conflicts with ESMC zoning regulations.

A. The Director of Planning and Building Safety may grant administrative use permits in accordance with ESMC Chapter 15-22.

B. The Director of Planning and Building Safety may make other administrative determinations using the same procedures set forth in ESMC Chapter 15-22.

C. The Director of Planning and Building Safety may grant adjustments and administrative adjustments in accordance with ESMC Chapter 15-24.

5.7 **Amendment**

In accordance with the Government Code §§ 65450-65457, Specific Plans must be prepared, adopted and amended in the same manner as General Plans except that Specific Plans may be adopted by resolution or by ordinance.

This plan may be amended as necessary by ordinance. Said amendment or amendments do not require a concurrent General Plan amendment unless the Director of Planning and Building Safety determines that the proposed amendment would substantially affect General Plan goals, policies, objectives or programs.
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF EL SEGUNDO
AND EL SEGUNDO UNIFIED SCHOOL DISTRICT

(540 E. IMPERIAL AVENUE SITE)

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO THE REQUIREMENTS OF GOVERNMENT CODE §65868.5
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DEVELOPMENT AGREEMENT

This Development Agreement is made and entered into by and between the CITY OF EL SEGUNDO ("City"), a municipal corporation and the EL SEGUNDO UNIFIED SCHOOL DISTRICT ("District" or "Developer"), as of this ___ day of __________, 2012. City and Developer are referred to hereinafter individually as "Party" and collectively as "Parties." In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

1. Definitions. For the purposes of this Development Agreement, the following definitions shall apply:

   "Agreement" means this Development Agreement between the City and the Developer.

   "Applicable Rules" means:
   • The General Plan, as it existed on the Effective Date, as modified by the Project Approvals;
   • The El Segundo Municipal Code, as it existed on the Effective Date, as modified by the Project Approvals;
   • The 540 East Imperial Avenue Specific Plan as approved;
   • Such other laws, ordinances, rules, regulations, and official policies governing permitted uses of the Property, density, design, improvement, development fees, and construction standards and specifications applicable to the development of the Property in force at the time of the Effective Date, which are not in conflict with this Agreement.

   "Approved Plans" means a plan for any aspect of the Project, including, without limitation, the Site Plan, signage plans, and landscaping and irrigation plans, which have been approved by City in accordance with the Development Standards, Applicable Rules and Project Approvals.

   "Assisted Living Development" means assisted and/or independent living units restricted to individuals fifty-five (55) years of age or older and which will provide common facilities, such as a common kitchen and dining room, game playing area, library, exercise room, pool and restrooms, as well as a minimum of individual kitchenettes in each dwelling unit as defined by ESMC § 15-1-6, consisting of a sink, microwave and refrigerator.


   "City" means the City of El Segundo and every successor in interest thereto.

   "City Council" means the City Council of the City of El Segundo.
“Developer” means the El Segundo Unified School District and every successor in interest thereto.

“Development Standards” means the design and development standards that are applicable to the Project.

“Director” means the Director of Planning and Building Safety of the City of El Segundo.

“Discretionary Actions; Discretionary Approvals” are actions which require the exercise of judgment or a decision, and which contemplate and authorize the imposition of revisions or conditions, by the City, including any board, commission, or department of the City and any officer or employee of the City, in the process of approving or disapproving a particular activity, as distinguished from an activity which merely requires the City, including any board, commission, or department of the City and any officer or employee of the City, to determine whether there has been compliance with applicable statutes, ordinances, regulations, or conditions of approval. The Project Approvals are included with these terms.

“District” means the El Segundo Unified School District.

“Effective Date” means the date on which the Enabling Ordinance becomes effective in accordance with Government Code § 36937.

“Enabling Ordinance” means Ordinance No. 1469, approving this Development Agreement.

“Future Approvals” means such other discretionary and ministerial entitlements, including permits, which are required to develop the Project in addition to the Project Approvals, and which are applied for by Developer and approved by City.

“Minor Modification” means a minor change to the Project or Project Approvals that is consistent with the Development Standards, Applicable Rules and Project Approvals.

“Major Modification” means a major change to the Project or Project Approvals as defined in Section 4.6.3 of this Agreement.

“Project” means either the Senior Housing Community consisting of an Assisted Living Development and/or a Senior Residential Development, or the Mixed Residential Development whichever the Developer decides to construct.

“Project Approvals” means:

- Final Environmental Impact Report No. EA-890, as approved by Resolution No. 4772;
- Mitigation Monitoring Program for Final Environmental Impact Report No. EA-890, as approved by Resolution No. 4772;
- General Plan Amendment No. 10-03, as approved by Resolution No. 4772;
- 540 East Imperial Avenue Specific Plan (SP No. 10-03, as approved by Ordinance No. 1469);
• Zone Change No. (10-01), as approved by Ordinance No. 1469;
• Zone Text Amendment No. (10-06), as approved by Ordinance No. 1469;
• Vesting Tentative Map No. 71410 for 7 new parcels or Vesting Tentative Map No. 71582 for 31 new parcels (SUB No. 10-01), as approved by Resolution No. 4772; and
• Development Agreement No. (10-02), as approved by Ordinance No. 1469.

“Person” means a natural person or any entity.

“Property” means that 5.65 acre property located at 540 East Imperial Avenue in El Segundo, California more particularly described in attached Exhibit “A,” which is incorporated by reference.

“Senior Residential Development” means apartments and/or condominium restricted to individuals fifty-five (55) years of age or older.

“Subsequent Rules” means any changes to the Applicable Rules, including, without limitation, any change by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, the Planning Commission or any other board, agency, commission or department of the City, or any officer or employee thereof, or by the electorate, which would, absent this Agreement, otherwise be applicable to the Property.

“Transferee” means a Person which assumes the rights and obligations under this Agreement with respect to all or a portion of the Property.

2. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:

2.1 Pursuant to Government Code §§ 65865, et seq., City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property for the development of such property.

2.2 Developer is the owner of the Property.

2.3 Developer desires to develop the Property in accordance with the 540 East Imperial Avenue Specific Plan.

2.4 By this Agreement, City desires to obtain the binding agreement of Developer to develop the Property in accordance with the Project Approvals and Applicable Rules. In consideration thereof, City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement.

2.5 By this Agreement, Developer desires to obtain the binding agreement of City to permit the development of the Property in accordance with the Project Approvals and Applicable Rules. In consideration thereof, Developer agrees to waive its rights to challenge legally the restrictions and obligations set forth in this Agreement.
2.6 City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Agreement is fair, just and reasonable.

2.7 This Agreement is intended to provide flexible entitlements, within the parameters set forth herein and subject to the terms and conditions hereof, to meet the changing market demands that are likely to occur throughout the life of this Agreement.

2.8 The Project uses are consistent with the City’s General Plan, as amended through General Plan Amendment No. 10-03.

2.9 Development of the Project will further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including, among others, the provision of needed affordable housing and senior housing within the corporate limits of the City at a location that is designated in the City’s Housing Element for residential development as specified in Section 5.3 below.

2.10 All of the Property is subject to this Agreement.

3. Binding Effect. The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to, each Party and each successive successor in interest thereto and constitute covenants that run with the Property.

3.1 Constructive Notice and Acceptance. Every Person who acquires any right, title or interest in or to any portion of the Property in which Developer has a legal interest is conclusively deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

3.2 Rights to Transfer. Developer may assign or transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, to any Transferee at any time during the term of this Agreement without approval of City, including through provision of a long-term ground lease. For purposes of this Agreement, the Transferee is considered the “owner” of that portion of the Property which is covered by such transfer.

3.3 Liabilities Upon Transfer. Upon the delegation of the duties and obligations under this Agreement and the sale, transfer or assignment of all or any portion of the Property, Developer will be released from its obligations under this Agreement with respect to the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer, if: (i) Developer has provided to City prior or subsequent written notice of such transfer; and (ii) Transferee has agreed in writing to be subject to all of the provisions hereof applicable to the portion of the Property so transferred by executing an Assignment and Assumption Agreement in the form of attached Exhibit “B.” Upon any transfer of any portion of the Property and the express assumption of Developer’s obligations under this Agreement by such Transferee, City agrees to look solely to Transferee for compliance by such Transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such Transferee. Any such Transferee is entitled to the benefits of this Agreement as “Developer” and is subject to the obligations of this Agreement applicable to the parcel(s) transferred. A default by any Transferee only affects that portion of the Property owned by such
Transferee and does not cancel or diminish in any way Developer’s rights with respect to any portion of the Property not owned by such Transferee. Transferees are responsible for satisfying the good faith compliance requirements set forth in Section 8 below relating to the portion of the Property owned by a Transferee, and any amendment to this Agreement between the City and a Transferee only affects the portion of the Property owned by such Transferee.

3.4 **Reassumption of Rights.** If Transferee defaults with respect to any provision of this Agreement, Developer may reassume Transferee’s obligations upon written notification to City.

4. **Development of the Property.** The following provisions govern the development and use of the Property.

4.1 **Entitlement to Develop.** Developer is granted the vested right to develop the Project on the Property subject to the Applicable Rules, the Project Approvals and any Future Approvals.

4.2 **Permitted Uses, Density, Height and Dedication of Land for Public Purposes.** The permitted and conditionally permitted uses of the Property as well as the density or intensity of use, the maximum height and size of buildings and provisions for reservation or dedication of land for public purposes are set forth in the Project Approvals and Applicable Rules.

4.3 **Development Standards.** The Development Standards applicable to the Property are set forth in the Project Approvals and Applicable Rules.

4.4 **Building Regulations.** Nothing in this Agreement precludes City from applying changes occurring from time to time in the Building Regulations, provided that such changes (a) are found by City to be necessary to the health or safety of the citizens of the City, (b) are generally applicable to all similar types of property in the City, and (c) do not prevent or unreasonably delay development of the Project in accordance with this Agreement.

4.5 **Subsequent Rules.** Subsequent Rules cannot be applied by City to any part of the Property unless Developer gives City written notice of its election to have such Subsequent Rule applied to the Property, in which case such subsequent change is deemed to be an Applicable Rule.

4.6 **Future Approvals.**

4.6.1 **Minor Modifications to Project.** Developer may make minor changes to the Project and Project Approvals (“Minor Modifications”) without amending this Agreement upon the administrative approval of the Director or designee, provided that such modifications are consistent with the Development Standards, Applicable Rules and Project Approvals. The City cannot unreasonably withhold or delay approval of any Minor Modification. The City has the right to impose reasonable conditions in connection with Minor Modifications, provided, however, such conditions cannot: (i) be inconsistent with the Applicable Rules, the Project Approvals or with the development of the Project as contemplated by this Agreement; (ii) directly or indirectly, unreasonably hinder, delay, impede, obstruct, interfere with, or place unreasonably burdensome or restrictive measures or requirements upon development of the
Project or the Property or any portion thereof; or (iii) impose additional dedications, infrastructure or public improvement obligations, fees, costs or exactions exceeding those identified in the Applicable Rules, the Project Approvals, or this Agreement.

4.6.2 Modification of Project Approvals. The Parties contemplate that Developer may, from time to time, pursuant to Section 4.6.1 seek Minor Modifications to the Project or one or more of the Project Approvals. Any such Minor Modifications are contemplated by the Parties as being within the scope of this Agreement as long as they are authorized pursuant to this Section 4.6.2 and must, upon approval by City, continue to constitute the Project Approvals as referenced herein. The Parties agree that any such amendments do not constitute an amendment to this Agreement nor require an amendment to this Agreement.

4.6.3 Modifications Requiring Amendment to this Agreement. Any proposed modification to the Project which is not authorized by Section 4.6.2 and results in any of the following does not constitute a Minor Modification but constitutes a Major Modification and requires an amendment to this Agreement pursuant to Section 14 below:

(a) Any decrease in the required building setbacks as set forth in the 540 East Imperial Avenue Specific Plan;

(b) Any increase in the total developable square footage or FAR of the entire Property for either project option;

(c) Any increase in height of buildings or structures on the Property above thirty-five (35) feet with the exception of parapets and other auxiliary structures that cannot exceed forty-five (45) feet in height;

(d) Any decrease in the minimum required lot area as set forth in the 540 East Imperial Avenue Specific Plan;

(e) Any decrease in the minimum required lot frontage as set forth in the 540 East Imperial Avenue Specific Plan;

(f) Any change in use to a use which is not permitted under this Agreement;

(g) Any deviation from the uses and development standards or limitations set forth in Sections 4.1 through Section 4.3 of this Agreement, except to the extent these Sections specifically provide for the Council or the Director to approve of such changes;

(h) Any material modification to Developer’s obligation to provide LEED certification for the Project or such equivalent standard as approved by the Director; or

(i) Any material modification that requires modification to the EIR, other than an Addendum.

(j) Other than the Major Modifications listed above, all other modifications to the Project are considered “Minor Modifications.”
4.6.4 **Site Plan Review Approval.** The Site Plan Review which must be submitted pursuant to the Specific Plan is not considered a Minor Modification to the Project or modification to the Project Approvals, provided it substantially conforms to the approved conceptual plans, and shall be processed in accordance with the provisions set forth in the Specific Plan.

4.7 **Plan Review.** The Director will review plans for each building on the Property for which a Site Plan is approved, as well as plans for signage, trash enclosures and screening and landscaping. After such review, the Director may issue a building permit, provided, however, that, notwithstanding anything to the contrary contained in the Applicable Rules, the sole purpose of such review is to verify consistency with the Development Standards, Applicable Rules and Project Approvals. The Director must approve all features which are consistent with the Development Standards, Applicable Rules, Project Approvals, and Future Approvals and does not have authority to disapprove or conditionally approve any features or matters which are consistent with or otherwise which have been specifically approved by this Agreement.

4.8 **Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications.** All fees, exactions, mitigation measures, conditions, reservations and dedications of land for public purposes that are applicable to the Project or the Property are set forth in the Project Approvals, the Applicable Rules and this Agreement. Except as otherwise provided in this Agreement, and specifically excluding fees set by entities not controlled by City that are collected by City, City can only charge and impose those fees and exactions, including, without limitation, dedications and any other fee or tax (including excise, construction or any other tax) relating to development or the privilege of developing, which are in effect on a City-wide basis as of the Effective Date. This Section cannot be construed to limit the authority of City to charge normal and customary application, processing, and permit fees for land use approvals, building permits and other similar permits, for Future Approvals, which fees are designed to reimburse City's actual expenses attributable to such application, processing and permitting and are in force and effect on a City-wide basis at such time as applications for such approvals are filed with City. Developer shall not be required to pay any City development impact fees for any of the affordable units.

4.9 **Use of Easements.** Notwithstanding the provisions of the Applicable Rules, easements dedicated for vehicular and pedestrian use are permitted to include easements for underground drainage, water, sewer, gas, electricity, telephone, cable, environmental remediation and other utilities and facilities so long as they do not unreasonably interfere with pedestrian and/or vehicular use.

4.10 **Timing of Development.** In *Pardee Construction Co. v. City of Camarillo (Pardee)*, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in *Pardee* by acknowledging and providing that Developer has the right, without obligation, to develop the Property in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment subject to the term of this Agreement. However, should Developer choose to develop under Option 2 of the Specific Plan, building permits may not be obtained until September 1, 2013.
In furtherance of the Parties’ intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, applies to the Property. However, nothing in this Section may be construed to limit City’s right to enforce Developer’s obligation pursuant to this Agreement to provide all infrastructure required by the Project Approvals and this Agreement.

4.11 Moratorium. No City-imposed moratorium or other limitation (whether relating to the rate, timing or sequencing of the development or construction of all or any part of the Property, whether imposed by ordinance, initiative, resolution, policy, order or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting parcel or subdivision maps (whether tentative, vesting tentative or final), building permits, occupancy certificates or other entitlements to use or service (including, without limitation, water and sewer) approved, issued or granted within City, or portions of City, applies to the Property to the extent such moratorium or other limitation is in conflict with this Agreement. However, the provisions of this Section do not affect City’s compliance with moratoria or other limitations mandated by other governmental agencies or court-imposed moratoria or other limitations.

4.12 Infrastructure.

4.12.1 Infrastructure Capacity. Subject to Developer’s installation of infrastructure in accordance with the requirements of the Project Approvals and any Future Approvals, City acknowledges that it will have sufficient capacity in its infrastructure, services and utility systems, including, without limitation, traffic circulation, storm drainage, flood control, electric service, sewer collection, sewer treatment, sanitation service and, except for reasons beyond City’s control, water supply, treatment, distribution and service, to accommodate the Project. To the extent that City renders such services or provides such utilities, City agrees that it will serve the Project and that there is no restriction on hookups or service for the Project except for reasons beyond City’s control.

4.12.2 Infrastructure Phasing Flexibility. Notwithstanding the provisions of any phasing requirements in the Project Approvals or any Future Approvals, Developer and City recognize that economic and market conditions may necessitate changing the order in which the infrastructure is constructed. Therefore, City and Developer agree that should it become necessary or desirable to develop any portion of the Project’s infrastructure in an order that differs from the order set forth in this Agreement, Developer and City will collaborate and City will permit any modification requested by Developer so long as the modification continues to ensure adequate infrastructure is available to serve that portion of the Project being developed and is in compliance with Section 4.14 of this Agreement.

4.12.3 Infrastructure Completion. No building permit, final inspection or Certificate of Occupancy will be unreasonably withheld, conditioned, or delayed by City if all infrastructure required to serve the portion of the Property covered by the building permit, final inspection or Certificate of Occupancy is in place or is suitably guaranteed to be completed (by covenant, bond, letter of credit or otherwise) to the reasonable satisfaction of the City before
completion of construction and all of the other relevant provisions of the Project Approvals and any Future Approvals are satisfied.

4.12.4 **Prevailing Wages.** In the event any infrastructure improvements are paid for in whole or in part out of public funds, as contemplated by Labor Code § 1720, Developer agrees to pay prevailing wages for the construction of such improvements to the extent required by Applicable Law.

4.13 **Term.** The term of this Agreement is ten (10) years from the Effective Date. However, Developer or City is entitled to, by written notice to the other Party before the Agreement’s expiration, one (1) five (5)-year extension, provided that the requesting Party is not in material default of this Agreement at such time. Before the expiration of such five (5)-year extension, the Parties may mutually agree to further extensions. In the event of litigation challenging this Agreement, the Term is automatically suspended for the duration of such litigation and resumes upon final disposition of such challenge and any appeal thereof upholding the validity of this Agreement. In the event that a referendum petition concerning this Agreement is duly filed in such a manner that the ordinance approving this Agreement is suspended, then the Term is deemed to commence upon City Council certification of the results of the referendum election approving this Agreement.

4.14 **Satisfaction of Mitigation Measures and Conditions.** In the event that any of the mitigation measures or conditions required of Developer are implemented by others, Developer is conclusively deemed to have satisfied such mitigation measures or conditions, consistent with CEQA. If any such mitigation measures or conditions are rejected by a governmental agency with jurisdiction, Developer may implement reasonably equivalent substitute mitigation, consistent with CEQA, to the City’s satisfaction, in lieu of the rejected mitigation measures or conditions. Such substitution is deemed to be a Minor Modification pursuant to Section 4.6 above.

4.15 **In Lieu Credits.** Developer shall be granted in lieu credits for any off-site improvements relating to street improvements or traffic measures which Developer may be required to construct as part of this Project.

4.16 **Performance of Director Duties.** If City determines at any time during the term of this Agreement that the duties to be performed by the Director under this Agreement will be performed by one or more staff members other than the Director, City will endeavor to notify Developer of such change. The City must ensure that a person or persons are designated at all times to carry out the duties of the Planning and Building Safety Director set forth in this Agreement.

5. **Developer Agreements**

5.1 **General.** Developer must comply with: (i) this Agreement; (ii) the Project Approvals including, without limitation, all mitigation measures required by the determination made pursuant to CEQA; and (iii) all Future Approvals for which it is the applicant or a successor in interest to the applicant.
5.2 **Development Fees.** Subject to the provisions of Section 4.8 above, Developer must pay the development fee amounts identified in attached Exhibit “C,” which is incorporated by reference.

5.3 **Affordable Housing.** Developer must provide for a 15% set aside for low (38% of the total 15%), very low (31% of the total 15%) and extremely low (31% of the total 15%) income qualified, senior households for Option 1, and a 10% set aside for low (38% of the total 10%), very low (31% of the total 10%) and extremely low (31% of the total 10%) income qualified households for Option 2 as represented in Exhibit D. Nothing herein requires Developer to build the exact amount of housing, including affordable housing, set forth in Exhibit D. Developer must provide 15% set aside for the total number of units constructed for Option 1 and 10% set aside for the total number of units constructed Option 2 should fewer units than the maximum allowed be constructed. The units must be distributed in the same percentage ratios as specified above in the low, very low and extremely low income categories. Percentages for the total number of units and for each income category must be calculated by rounding to the nearest whole number not to exceed the maximum required percentage.

5.3.1 If Developer builds a combination of Options 1 and 2, Developer shall provide the 15% set aside for the Option 1 components and a 10% set aside for the Option 2 components.

5.3.2 Affordable housing units that are required based on the single-family dwelling component of Option 2 may be satisfied by developing the requisite number of units in other components of the Project.

5.4 **Processing Fees.** Subject to the provisions of Section 4.8 above, on the Effective Date of this Agreement, Developer must pay all reasonable and outstanding City processing, legal and environmental processing costs related to the Project and the preparation of this Agreement, if any.

5.5 **Maintenance Obligations.** Developer must maintain all portions of the Property in its possession or control, and any improvements thereon, in a clean, neat and orderly manner. Developer’s maintenance obligations survive any termination or expiration of this Agreement.

5.6 **Term of Map(s) and Other Project Approvals.** Pursuant to Government Code §§ 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been or in the future may be processed on all or any portion of the Property and the term of each of the Project Approvals will be extended for a period of time through the scheduled termination date of this Agreement as set forth in Section 4.13 above.

5.7 **Sales and Use Tax.**

5.7.1 In the event the contract price for any work on the Project is valued at five million dollars ($5,000,000) or more, Developer agrees to report, on a State Board of Equalization Tax Return, any purchases of tangible personal property made in connection with the finishing of and/or installation of materials, or fixtures for the Project, when such purchases
were made without sales or use tax due. Developer must indicate the City as a registered job site location on the State Board of Equalization Tax Return. In such event, Developer must also obtain a permit or a sub-permit from the State Board of Equalization indicating the City as the registered job site location, in accordance with State Board of Equalization Operations Memorandum No. 1023.

5.7.2 Developer further agrees that if Developer retains contractors or subcontractors to perform a portion of work in the Project, and said contracts or subcontracts are valued at five million dollars ($5,000,000) or more, said contracts or subcontracts must contain the provisions set forth in Section 5.7.1 above.

5.7.3 The Director of Finance of the City is authorized to relieve Developer, and Developer’s contractors and subcontractors, from the requirements set forth in this Section 5.7 upon proof to the reasonable satisfaction of the Director of Finance that Developer and/or its contractors or subcontractors have made good faith efforts to obtain said permit or sub-permits, but were denied the same by the State Board of Equalization.

5.8 LEED Certification. Developer’s Project must be, at a minimum, LEED Certified in compliance with the U.S. Green Building Council standards in effect as of the Effective Date, or such equivalent standard as determined by the Director.

6. City Agreements

6.1 Expedited Processing. The City must process in an expedited manner all plan checking, excavation, grading, building, encroachment and street improvement permits, Certificates of Occupancy, utility connection authorizations, and other ministerial permits or approvals necessary, convenient or appropriate for the grading, excavation, construction, development, improvement, use and occupancy of the Project in accordance with City’s accelerated plan check process under the Applicable Rules. Without limiting the foregoing, if requested by Developer, City agrees to utilize private planners and plan checkers (upon Developer’s request and at Developer’s cost) and any other available means to expedite the processing of Project applications, including concurrent processing of such applications by various City departments.

6.2 Processing Cooperation and Assistance. To the extent permitted by law, City must reasonably cooperate with Developer in securing any and all entitlements, authorizations, permits or approvals which may be required by any other governmental or quasi-governmental entity in connection with the development of the Project or the Property. Without limiting the foregoing, City must reasonably cooperate with the Developer in any dealings with federal, state and other local governmental and quasi-governmental entities concerning issues affecting the Property. City must keep Developer fully informed with respect to its communications with such agencies which could impact the development of the Property.

6.3 Processing During Third Party Litigation. The filing of any third party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals, any Future Approvals or to other development issues affecting any portion of the Property or the Project will not hinder, delay or stop the development, processing or construction of the Project, approval of
applications for any Future Approvals, or issuance of ministerial permits or approvals, unless the third party obtains a court order preventing the activity. City shall not stipulate to or cooperate in the issuance of any such order.

7. **Modification/Suspension.** Pursuant to Government Code § 65869.5, in the event that any state or federal law or regulation, enacted after the Effective Date, precludes compliance with any provision of this Agreement, such provision will be deemed modified or suspended to the extent practicable to comply with such state or federal law or regulation, as reasonably determined necessary by City. Upon repeal of said law or regulation or the occurrence of any other event removing the effect thereof upon the Agreement, the provisions hereof will be restored to their full original effect.

8. **Demonstration of Good Faith Compliance.**

8.1 **Review of Compliance.** In accordance with Government Code § 65865.1, this Section 8 and the Applicable Rules, once each year, on or before each anniversary of the Effective Date (“Periodic Review”), the Director will review the extent of Developer’s good faith substantial compliance with the terms and provisions of this Agreement as well as the performance by the City of its obligations under this Agreement.

8.2 **Good Faith Compliance.** During each Periodic Review, Developer must demonstrate that, during the preceding twelve (12) month period, that it has been in good faith compliance with this Agreement. For purposes of this Agreement, the phrase “good faith compliance” means that Developer has demonstrated that it acted in a commercially reasonable manner (taking into account the circumstances which then exist) and in good faith in and has substantially complied with Developer’s material obligations under this Agreement.

8.3 **Information to be Provided to Developer.** At least fourteen (14) days before the annual Effective Date the City must deliver to Developer a copy of all staff reports prepared in connection with a Periodic Review, any prior staff reports generated during the review period, written comments from the public and, to the extent practical, all related exhibits concerning such Periodic Review.

8.4 **Developer’s Report.** No later than the annual Effective Date, Developer shall submit a written status report to the Director addressing the good faith compliance issue and any issues raised by the Information provided to Developer.

8.5 **Notice Of Non-Compliance: Cure Rights.** If, after reviewing the Developer’s Report, the Director reasonably concludes on the basis of substantial evidence that as to any parcel or parcels comprising the Property Developer has not demonstrated that it is in good faith compliance with this Agreement, the Director may issue and deliver to Developer a written Notice of Violation as set forth in Section 10 below.

8.6 **Public Notice of Finding.** Any appeal of the Director’s determination (including any appeal by Developer) must be filed within twenty (20) days following such decision. Filing such an appeal tolls the cure period specified in the Notice of Violation. Notwithstanding section 13.1, an appeal regarding the Notice of Violation shall be heard directly by the City Council at a duly-noticed public hearing and the City Council must issue a final decision. Not in limitation of
the forgoing, Developer retains the right to challenge City’s issuance of any final decision pursuant to Code of Civil Procedure § 1094.5 without complying with the procedures set forth in Section 10.4 below.

8.7 Failure of Periodic Review. The City’s failure to review, at least annually, compliance by Developer with the terms and conditions of this Agreement does not constitute nor can it be asserted by any Party as a breach by any other Party of this Agreement. If the City fails to provide a Review Letter within sixty (60) days of the annual Effective Date, Developer will be deemed to be in good faith compliance with this Agreement.

9. Excusable Delays. Performance by any Party of its obligations in this Agreement is excused during any period of "Excusable Delay," as defined, provided that the Party claiming the delay gives notice of the delay to the other Party as soon as reasonably possible after the same has been ascertained. For purposes hereof, Excusable Delay means delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including without limitation: (a) civil commotion; (b) riot; (c) strike, picketing or other labor dispute; (d) shortage of materials or supplies; (e) damage to work in progress or delays by reason of fire, flood, including flood due to rains, earthquake, windstorm, or other casualty; (f) reasonably unforeseeable delay caused by a reasonably unforeseeable restriction imposed or mandated by a governmental entity other than City; (g) litigation brought by a third party attacking the validity of a Project Approval, a Future Approval or any other action necessary for development of the Property; (h) delays caused by any default by the other Party; or (i) delays due to the presence or remediation of hazardous materials. The Term of this Agreement, including any extensions, will automatically be extended by any period of Excusable Delay.


10.1 Default. Either Party to this Agreement will have breached this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of violation (the "Notice of Violation") from the non-breaching Party to the breaching Party, which period of time is not less than ten (10) days for monetary defaults, and not less than sixty (60) days for non-monetary defaults from the date that the notice is deemed received, provided if the breaching Party cannot reasonably cure a non-monetary default within the time set forth in the notice, then the breaching Party will not be in default if it commences to cure the default within such time limit and diligently effects such cure thereafter. If City determines that a default may have occurred, City may choose to terminate this Agreement in which case it must give written notice to Developer of its intention to terminate and comply with the notice and public hearing requirements of Government Code §§ 65867 and 65868. At the time and place set for the hearing on termination, Developer will be given an opportunity to be heard. If the City Council finds based upon the evidence that Developer is in breach of this Agreement, the City Council may modify or terminate this Agreement; provided, however, if Developer initiates a resolution of dispute in accordance with the provisions of Section 10.4 below within sixty (60) days following the City Council’s determination that Developer is in breach of this Agreement, the City Council’s decision to modify or terminate this Agreement is stayed until the issue has been resolved through informal procedures, mediation, or court proceedings.
10.2 Content of Notice of Violation. Every Notice of Violation must state with specificity that it is given pursuant to this Section of the Agreement, the nature of the alleged breach, (including references to the pertinent provisions of this Agreement), the portion of the Property involved, and the manner in which the breach may be satisfactorily cured. Notice shall be given in accordance with Section 18 hereof.

10.3 Remedies for Breach. The Parties agree that the remedies for breach of this Agreement are limited to the remedies expressly set forth in this subsection. The remedies for breach of this Agreement by Developer are limited to injunctive relief and/or specific performance; the remedies by City are limited to injunctive relief and/or specific performance, or termination of this Agreement in accordance with Section 10.1 above.

10.4 Resolution of Disputes.

City and Developer agree to attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, the dispute may be mediated by a mediator chosen jointly by City and Developer within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and City and Developer will share the cost of the mediation equally. The parties may agree to engage in some other form of non-binding alternate dispute resolution (“ADR”) procedure in lieu of mediation. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California.

10.5 Attorneys Fees and Costs.

Each party to this Agreement agrees to waive any entitlement of attorneys’ fees and costs incurred with respect to any dispute arising from this Agreement. The parties will each bear their own attorneys’ fees and costs in the event of any dispute.

11. Mortgagee Protection. This Agreement does not prevent or limit the Developer, in any manner, at Developer’s sole discretion, from encumbering the Property or any portion thereof or any improvements thereon by any mortgage, deed of trust or other security device. City acknowledges that the lender(s) providing such financing (“Mortgagee”) may require certain Agreement interpretations and agrees, upon request, from time to time, to meet with Developer and representatives of such lender(s) to provide within a reasonable time period City’s response to such requested interpretations. City will not unreasonably withhold its consent to any such requested interpretation, provided that such interpretation is consistent with the intent and purposes of this Agreement. Any Mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof including, without limitation, the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property shall be entitled to the following rights and privileges:

11.1 Mortgage Not Rendered Invalid. Neither entering into this Agreement nor a breach of this Agreement will defeat, render invalid, diminish, or impair the priority of the lien
of any mortgage or deed of trust on the Property made in good faith and for value. No Mortgagor has an obligation or duty under this Agreement to perform Developer's obligations, or to guarantee such performance, before taking title to all or a portion of the Property.

11.2 **Request for Notice to Mortgagor.** The Mortgagor of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the City in the manner specified herein for giving notices, is entitled to receive a copy of any Notice of Violation delivered to the Developer.

11.3 **Mortgagor's Time to Cure.** City must provide a copy of any Notice of Violation to the Mortgagor within ten (10) days of sending the Notice of Violation to Developer. The Mortgagor has the right, but not the obligation, to cure the default for a period of thirty (30) days after receipt of such Notice of Violation or such longer period of time as may be specified in the Notice. Notwithstanding the foregoing, if such default is a default which can only be remedied by such Mortgagor obtaining possession of a Property, or any portion thereof, and such Mortgagor seeks to obtain possession, such Mortgagor has until thirty (30) days after the date of obtaining such possession to cure or, if such default cannot reasonably be cured within such period, to commence to cure such default, provided that such default is cured no later than one (1) year after Mortgagor obtains such possession.

11.4 **Cure Rights.** Any Mortgagor who takes title to all of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, will succeed to the rights and obligations of Developer under this Agreement as to the Property or portion thereof so acquired; provided, however, in no event is such Mortgagor liable for any defaults or monetary obligations of Developer arising before acquisition of title to the Property by such Mortgagor, except that any such Mortgagor is not entitled to a building permit or occupancy certificate until all delinquent and current fees and other monetary or non-monetary obligations due under this Agreement for the Property, or portion thereof acquired by such Mortgagor, have been satisfied.

11.5 **Bankruptcy.** If any Mortgagor is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature of foreclosure by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving Developer, the times specified in Section 11.3 above will be extended for the period of the prohibition, except that any such extension cannot extend the term of this Agreement.

11.6 **Disaffirmation.** If this Agreement is terminated as to any portion of the Property by reason of (i) any default or (ii) as a result of a bankruptcy proceeding, this Agreement is disaffirmed by a receiver, liquidator, or trustee for Developer or its property, City, if requested by any Mortgagor, will negotiate in good faith with such Mortgagor for a new development agreement for the Project as to such portion of the Property with the most senior Mortgagor requesting such new agreement. This agreement does not require any Mortgagor or the City to enter into a new development agreement pursuant to this Section.

12. **Estoppel Certificate.** At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to Developer requesting that such Party certify
in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or if amended, the identity of each amendment; and (iii) the requesting Party is not in breach of this Agreement, or if in breach, a description of each such breach. The Party receiving such a request must execute and return the certificate within twenty-one (21) days following receipt of the notice. The failure of City to deliver such a written notice within such time constitutes a conclusive presumption against City that, except as may be represented by Developer, this Agreement is in full force and effect without modification, and that there are no uncured defaults in the performance of the Developer. The Director is authorized to execute, on behalf of City, any Estoppel Certificate requested by Developer. City acknowledges that a certificate may be relied upon by successors in interest to Developer who requested the certificate and by holders of record of deeds of trust on the portion of the Property in which that Developer has a legal interest.

13. **Administration of Agreement.**

13.1 **Appeal of Determinations.** Any decision by City staff concerning the interpretation or administration of this Agreement or development of the Property in accordance herewith may be appealed by Developer to the Planning Commission, and thereafter, if necessary, to the City Council pursuant to the El Segundo Municipal Code. Developer cannot seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Agreement. Final determinations by the City Council are subject to judicial review subject to the restrictions and limitations of California law.

13.2 **Operating Memoranda.** The provisions of this Agreement require a close degree of cooperation between City and Developer. During the Term of this Agreement, clarifications to this Agreement and the Applicable Rules may be appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the terms of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, they will effectuate such clarification through Operating Memoranda approved in writing by City and Developer, which, after execution, will be attached hereto and become part of this Agreement and the same may be further clarified from time to time as necessary with future written approval by City and Developer. Operating Memoranda are not intended to and do not constitute an amendment to this Agreement but are mere ministerial clarifications, therefore public notices and hearings are not required. The City Attorney is authorized, upon consultation with, and approval of, the Developer, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment hereof which requires compliance with the provisions of Section 14 below. The authority to enter into such Operating Memoranda is hereby delegated to the Director, and the Director is hereby authorized to execute any Operating Memoranda hereunder without further City Council action.

13.3 **Certificate of Performance.** Upon the completion of the Project, or the completion of development of any parcel within the Project, or upon completion of performance of this Agreement or its earlier revocation and termination, City must provide Developer, upon Developer’s request, with a statement (“Certificate of Performance”) evidencing said completion or revocation and the release of Developer from further obligations hereunder, except for any
ongoing obligations hereunder. The Certificate of Performance must be signed by the appropriate agents of Developer and City and be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a notice of completion as referred to in Civil Code § 3093.

14. **Amendment or Termination by Mutual Consent.** Except as otherwise set forth herein, this Agreement may only be amended or terminated, in whole or in part, by mutual consent of City and Developer, and upon compliance with the provisions of Government Code §§ 65867 and 65867.5.

15. **Indemnification/Defense.**

15.1 **Indemnification.** Developer agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of Project, this Agreement, Developer’s performance of this Agreement, and all procedures with approving this Agreement (collectively, “Discretionary Approvals”), except to the extent such is a result of the City’s sole negligence or intentional misconduct. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the Discretionary Approvals, Developer agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this Section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.

15.2 **Defense of Agreement.** If City accepts Developer’s indemnification and defense as provided in Section 15.1 above, City agrees to and must timely take all actions which are necessary or required to uphold the validity and enforceability of this Agreement, the Discretionary Approvals, Project Approvals, Development Standards and the Applicable Rules. This Section 15 will survive the termination of this Agreement.

16. **Time of Essence.** Time is of the essence for each provision of this Agreement of which time is an element.

17. **Effective Date.** This Agreement becomes operative on the Effective Date.

18. **Notices.** Any notice that a party is required or may desire to give the other must be in writing and may be sent by: i) personal delivery; or ii) by deposit in the United States mail, postage paid, registered or certified mail, return receipt requested; or iii) by overnight delivery using a nationally recognized overnight courier, providing proof of delivery; or iv) by facsimile, evidenced by confirmed receipt, addressed as follows (subject to the right of a party to designate a different address for itself by notice similarly given):

If to City:  
City of El Segundo  
350 Main Street  
El Segundo, California 90245  
Attention: City Manager
With a Copy to: City of El Segundo
350 Main Street
El Segundo, California 90245
Attention: Director of Planning and Building Safety

With a Copy to: Jenkins & Hogin, LLP
1230 Rosecrans Ave, Suite 110
Manhattan Beach, California 90266
Attention: Mark D. Hensley, Esq.

If to Developer: El Segundo Unified School District
641 Sheldon Street
El Segundo, California 90245
Attention: Superintendent

Any notice given by mail is deemed to have been given as of the date of delivery (whether accepted or refused) established by United States Post Office, return receipt, or the overnight carrier's proof of delivery, as the case may be. Notices given in any other manner are effective only if and when received by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m., local time of the recipient, of any business day with delivery made after such hours deemed received the following business day. A party's address may be changed by written notice to the other party effective upon actual receipt of such notice. After a transfer of all or a portion of the Property pursuant to Sections 3.2 and 3.3, District shall be copied on all correspondence whether by City or Transferee relating to such transferred property.

19. **Entire Agreement.** This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and supersedes in its entirety all prior agreements or understandings, oral or written. This Agreement cannot be amended, except as expressly provided herein.

20. **Waiver.** No waiver of any provision of this Agreement constitutes a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver is binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

21. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement is effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

22. **Relationship of the Parties.** Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any other Party in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.
23. **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party shall have any right of action based upon any provision of this Agreement.

24. **Recordation of Agreement and Amendments.** This Agreement and any amendment thereof shall be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City.

25. **Cooperation Between City and Developer.** City and Developer will execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement. Upon satisfactory performance by Developer, and subject to the continuing cooperation of the Developer, City will commence and in a timely manner proceed to complete all steps necessary for the implementation of this Agreement and development of the Project or Property in accordance with the terms of this Agreement.

26. **Rules of Construction.** The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they do not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Applicable Rules or the Project Approvals or any Future Approvals, the provisions of this Agreement control.

27. **Joint Preparation.** This Agreement is deemed to have been prepared jointly and equally by the Parties, and it cannot be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.

28. **Governing Law and Venue.** This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement must be filed in the appropriate court having jurisdiction in the County of Los Angeles.

29. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

30. **Weekend/Holiday Dates.** Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date falls upon a Saturday, Sunday or other holiday specified in Government Code § 6700, the date for such determination or action shall be extended to the first business day immediately thereafter.

31. **Not a Public Dedication.** Except as otherwise expressly provided herein, nothing herein contained is a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development of the Project as private property. Developer has the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose which is not consistent with the development of the Project. Any portion of the Property conveyed to the City by the Developer as provided herein can be held and used by the City only
for the purposes contemplated herein or otherwise provided in such conveyance, and the City
will not take or permit to be taken (if within the power or authority of the City) any action or
activity with respect to such portion of the Property that would deprive the Developer of the
material benefits of this Agreement, or would in any manner interfere with the development of
the Project as contemplated by this Agreement.

32. **Releases.** City agrees that upon written request of Developer and payment of all fees and
performance of the requirements and conditions required by Developer by this Agreement, the
City must execute and deliver to Developer appropriate release(s) of further obligations imposed
by this Agreement in form and substance acceptable to the Los Angeles County Recorder’s
Office or as otherwise may be necessary to effect the release.

33. **Consent.** Where the consent or approval of City or Developer is required or necessary
under this Agreement, the consent or approval will not be unreasonably withheld, delayed or
conditioned.

34. **Exhibits.** All exhibits attached hereto are incorporated by this reference.

**IN WITNESS WHEREOF,** Developer and City of El Segundo have executed this Development
Agreement on the date first above written.

CITY:

CITY OF EL SEGUNDO, a municipal corporation

By: ________________________________

________________, Mayor

ATTEST:

______________________________
Cindy Mortesen
City Clerk

APPROVED AS TO FORM:

By: ________________________________

Mark D. Hensley, City Attorney
DEVELOPER:
EL SEGUNDO UNIFIED SCHOOL DISTRICT

By: ____________________________

Its: ____________________________
EXHIBIT A

PROPERTY DESCRIPTION
EXHIBIT B

Recording Requested By and
When Recorded Mail To:
El Segundo Unified School District
641 Sheldon Street
El Segundo, California 90245
Attention: Superintendent

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into by and between the El Segundo School District, ("Assignor"), and __________________________, a __________________________ ("Assignee").

RECITALS

A. The City of El Segundo ("City") and Assignor entered into that certain Development Agreement dated _____________, 2012 (the "Development Agreement"), with respect to the real property located in the City of El Segundo, State of California more particularly described in Exhibit "A" attached hereto (the "Project Site"), and

B. Assignor has obtained from the City certain development approvals and permits with respect to the development of the Project Site, including without limitation, approval of __________________________ for the Project Site (collectively, the "Project Approvals").

C. Assignor intends to sell, and Assignee intends to purchase that portion, of the Project Site more particularly described in Exhibit "B" attached hereto (the "Transferred Property").

D. In connection with such purchase and sale, Assignor desires to transfer all of the Assignor's right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee desires to accept such assignment from Assignor and assume the obligations of Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property.

THEREFORE, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor’s right, title, and interest in and to the Development Agreement and the Project Approvals with respect to the Transferred Property. Assignee hereby accepts such assignment from Assignor.

2. Assumption. Assignee expressly assumes and agrees to keep, perform, and fulfill all the terms, conditions, covenants, and obligations required to be kept, performed, and fulfilled by Assignor under the Development Agreement and the Project Approvals with respect to the Transferred Property, including without limitation those obligations specifically allocated to the Transferred Parcel as set forth on Exhibit "C" attached hereto.
3. **Effective Date.** The execution by City of the attached receipt for this Agreement shall be considered as conclusive proof of delivery of this Agreement and of the assignment and assumption contained herein. This Agreement shall be effective upon its recordation in the Official Records of Los Angeles County, California, provided that Assignee has closed the purchase and sale transaction and acquired legal title to the Transferred Property.

4. **Remainder of Project.** Any and all rights or obligations pertaining to such portion of the Project Site other than the Transferred Property are expressly excluded from the assignment and assumption provided in Sections 1 and 2 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth next to their signatures below.

"ASSIGNOR"

EL SEGUNDO UNIFIED SCHOOL DISTRICT

Date: _________________  ___  

By: ______________________________  

Its: ______________________________

By: ______________________________  

Its: ______________________________

"ASSIGNEE"

Date: _________________  ___  

By: ______________________________  

Its: ______________________________
RECEIPT BY CITY

The attached ASSIGNMENT AND ASSUMPTION AGREEMENT is received by the City of El Segundo on this ___ day of ______________, _______.

CITY OF EL SEGUNDO

By: ____________________________
    Director of Planning and Building Safety

STATE OF CALIFORNIA   )
 ) SS:
COUNTY OF ___________)

On ________________, 20___, before me, __________________________, a Notary Public, personally appeared __________________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

(Seal)

STATE OF CALIFORNIA   )
 ) SS:
COUNTY OF ___________)

On ________________, 20___, before me, __________________________, a Notary Public, personally appeared __________________________, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________

(Seal)
EXHIBIT C

DEVELOPMENT FEE SCHEDULE

City of El Segundo Fees:

1. Police Service Mitigation Fee
   October 5, 2010.

2. Fire Service Mitigation Fee
   October 5, 2010.

3. Library Service Mitigation Fee
   October 5, 2010.

4. Parks Mitigation Fee
   October 5, 2010.

5. Traffic Mitigation Fee
   November 15, 2005.

6. Water Meter Installation Fees
   Per Title 11 of ESMC.

7. Electrical Service Mitigation Fee
   Per City Council Resolution No. 4687 adopted on
   October 5, 2010.

8. Street Improvement Fee
   Per City Council Resolution No. 4687 adopted on
   October 5, 2010.

9. Storm Water Mitigation Fee
   Per City Council Resolution No. 4443 adopted on
   November 15, 2005.

10. Sanitation Mitigation Fee
    Per Title 11 of ESMC.
## 540 EAST IMPERIAL AVENUE SPECIFIC PLAN
### HOUSING SET ASIDE

<table>
<thead>
<tr>
<th>OPTION 1 (304 Total Units) (15%)</th>
<th>OPTION 2 (58 Total Units) (10%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Assisted Living</strong></td>
<td><strong>Mixed Residential</strong></td>
</tr>
<tr>
<td>1. Extremely Low</td>
<td>1. Extremely Low</td>
</tr>
<tr>
<td>2. Very Low</td>
<td>2. Very Low</td>
</tr>
<tr>
<td>3. Low</td>
<td>3. Low</td>
</tr>
<tr>
<td><strong>Total 15% Set Aside</strong></td>
<td><strong>Total 10% Set Aside</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Senior Condominiums/ Apartments</strong></th>
<th><strong>Units Required</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Extremely Low</td>
<td>7</td>
</tr>
<tr>
<td>2. Very Low</td>
<td>7</td>
</tr>
<tr>
<td>3. Low</td>
<td>9</td>
</tr>
<tr>
<td><strong>Total 15% Set Aside</strong></td>
<td><strong>23 Units</strong></td>
</tr>
</tbody>
</table>

The unit totals shown by income category in this table represent the proportional percentage of the City's total Regional Housing Needs Assessment (RHNA) allocation for the lower income categories shown. In this case, the RHNA allocation for the combined lower income categories is 71 total units. The Extremely Low income category represents 31 percent of the total allocation; the Very Low income category represents 31 percent of the total allocation and the Low Income category represents 38 percent of the total RHNA allocation. These same percentages were applied to the unit totals for this project.
CITY COUNCIL RESOLUTION NO. 4772 Exhibit “G”

CITY COUNCIL ORDINANCE NO. 1469 Exhibit “D”

CONDITIONS OF APPROVAL

In addition to all applicable provisions of the El Segundo Municipal Code ("ESMC"), the El Segundo Unified School District, agrees to comply with the following provisions as conditions for the City of El Segundo’s approval of Environmental Impact Report for Environmental Assessment (EA No. 890), General Plan Amendment No. 10-03, Specific Plan No. 10-03, Zone Change No. 10-01, Zone Text Amendment No. 10-06, Development Agreement No. 10-02, and Subdivision 10-01 for Vesting Tentative Map Nos. 71410 and 71582 ("Project Conditions").

Planning and Building Safety Department

1. Before building permits are issued, the applicant must submit plans demonstrating substantial compliance with the plans and conditions of approval on file with the Planning and Building Safety Department. A maximum of 304 units are permitted in Option 1 and a maximum of 58 units in Option 2. Any subsequent modification to the project as approved, including the site plan, floor plan, elevations, landscaping and materials, must be referred to the Director of Planning and Building Safety to determine whether the Planning Commission should review the proposed modification.

2. Before building permits are issued, the applicant must obtain all the necessary approvals, licenses and permits and pay all the appropriate fees as required by the City.

3. The applicant must comply with all mitigation measures identified in the Final Environmental Impact Report prepared for the Project. A Mitigation Monitoring and Reporting Program (MMRP) was prepared as part of the environmental review for the project and is attached as Exhibit “B” to this Resolution. The mitigation measures of the MMRP are incorporated into these conditions of approval by reference. All mitigation measures and conditions of approval must be listed on the plans submitted for plan check and the plans for which a building permit is issued.

4. Any changes to the colors and materials of the exterior façade of the building must be in compliance with the 540 East Imperial Avenue Specific Plan Section 4.2(F) Development Standards and approved to the satisfaction of the Director of Planning and Building Safety.
5. Before the City issues a building permit, the applicant must submit final landscaping and irrigation plans to the Planning and Building Safety Department and the Parks and Recreation Department for review and approval to demonstrate compliance with the City's Water Conservation regulations and Guidelines for Water Conservation in Landscaping (ESMC §§ 10-2-1, et seq.). The plant materials used in landscaping must be compatible with the El Segundo climate pursuant to Sunset Western Garden Book's Zone 24 published by Sunset Books, Inc., Revised and Updated 2001 edition, which is available for review at the Planning and Building Safety Department. Additionally, the landscaping and irrigation must be completely installed before the City issues a final Certificate of Occupancy. Additionally, the final landscaping and irrigation plans must comply with the following:

- Reclaimed water must be used as the water source to irrigate landscaped areas, if feasible. To that end, dual water connections must be installed to allow for landscaping to be irrigated by reclaimed water, if feasible.

- Efficient irrigation systems must be installed which minimize runoff and evaporation and maximize the water which will reach plant roots (e.g., drip irrigation, automatic sprinklers equipped with moisture sensors).

- Automatic sprinkler systems must be set to irrigate landscaping during early morning hours or during the evening to reduce water losses from evaporation. Sprinklers must also be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscaping irrigation.

6. Selection of drought-tolerant, low-water consuming plant varieties must be used to reduce irrigation water consumption, in compliance with ESMC §§ 10-2-1, et seq.

7. The applicant must provide a sufficient number of bicycle racks to accommodate storing at least 8 bicycles.

8. Employees must be provided current maps, routes and schedules for public transit routes serving the site; telephone numbers for referrals on transportation information including numbers for the regional ridesharing agency and local transit operators; ridesharing promotional materials; and bicycle route and facility information. Two kiosks with such information must be provided for Option 1.
with one Kiosk located in the senior portion of the project and the second kiosk located in the assisted living facility to the satisfaction of the Director of Planning and Building Safety. One kiosk must be provided in Option 2 in the senior housing/multi-family portion of the project site to the satisfaction of the Director of Planning and Building Safety.

9. Trash and recycling enclosures must be provided and shown on the site plan that are sufficiently large enough to store the necessary bins required for the regular collection of commercial solid waste and recyclable materials. The site plan with the location and dimensions of the trash and recycling enclosure and an elevation view of the enclosure must be provided to the Planning and Building Safety Department for review and approval before the City issues building permits. Separate trash and recycling facilities must be provided for each of the three components of Option 1 (senior housing, assisted living and multi-family). Separate trash and recycling enclosures must be provided for the multi-family portion of Option 2.

10. Ground level mechanical equipment, refuse collectors, storage tanks, generators, and other similar facilities must be screened from view with dense landscaping and walls of materials and finishes compatible with the overall design of the project and any ancillary buildings.

11. Exterior lighting must be designed to minimize off-site glare.

12. The building must be designed to comply with all ESMC standards for the attenuation of interior noise.

13. Before the City issues a Certificate of Occupancy the applicant must provide the Planning and Building Safety Department a status report on the Leadership in Energy and Environmental Design (LEED) certification process that includes the GBCI scorecard. The Director of Planning and Building Safety will determine if the items identified on the scorecard and report, show a good faith effort to obtain LEED certification and warrant release of this condition. Within one month of receiving LEED certification, the applicant must furnish proof of certification to the Planning and Building Safety Department.

14. The applicant agrees to set aside 15% of the total number of units constructed for Option 1. The units must be distributed as follows: 31% of the total 15% for the extremely low income senior household category; 31% of the 15% for the very low income senior
household category; and 36% of the 15% for the low income senior household category to be split equally between the assisted living and condominium/apartment units. Percentages for the total number of units and for each income category must be calculated by rounding to the nearest whole number not to exceed the maximum required percentage. The Developer must submit an income verification monitoring plan to the Director of Planning and Building Safety before issuance of Certificate of Occupancy.

15. The applicant agrees to set aside 10% of the total number of units constructed for Option 2. The units must be distributed as follows: 31% of the total 10% for the extremely low income senior household category; 31% of the 10% for the very low income senior household category; and 38% of the 10% for the low income senior household category to be split equally between the multi-family condominium/apartment units. Any affordable housing units that are required based on the single-family component of Option 2 may be satisfied by developing the requisite number of units in other components of the project. Percentages for the total number of units and for each income category must be calculated by rounding to the nearest whole number not to exceed the maximum required percentage. The Developer must submit an income verification monitoring plan to the Director of Planning and Building Safety before issuance of Certificate of Occupancy.

16. The applicant must provide a marketing implementation plan that includes, without limitation, notification to residents of El Segundo regarding the availability of affordable housing in the project, eligibility requirements, application requirements, and access to application materials to the satisfaction of the Director of Planning and Building Safety.

17. A minimum of two building materials must be provided in each component of each project option (Option 1 and Option 2) to the satisfaction of the Director of Planning and Building Safety.

18. The project must meet all design criteria of the Specific Plan to the satisfaction of the Director of Planning and Building Safety.

Building Division Conditions

19. Before building permits are issued, the applicant must submit a geotechnical/soils report, along with an associated grading plan that addresses the current code to the Planning and Building Safety Department for review and approval.
20. Before grading permits are issued, the applicant must submit a soils report to the Planning and Building Safety Department for review and approval.

21. Before grading permits are issued, the applicant must submit a grading plan to the Planning and Building Safety Department for review and approval. Before building permits are issued, plans must show conformance with the 2010 California Building Code, 2010 California Mechanical Code, 2010 California Plumbing Code, 2010 California Electrical Code, and 2010 California Energy Code, all as adopted by the ESMC.

22. Before building permits are issued, plans must show compliance with accessibility requirements per the 2010 California Building Code, as adopted by the ESMC.

23. The applicant must provide a complete pool enclosure that encompasses the pool per the 2010 California Building Code, as adopted by the ESMC.

24. The applicant must provide a disabled access lift to access the pool per the 2010 California Building Code, as adopted by the ESMC.

25. At least one stairway must access the roof per the 2010 California Building Code, as adopted by the ESMC.

26. The Applicant must execute a restrictive covenant, in a form approved by the City Attorney, subjecting development of the real property affected by the Project to the air easements imposed by the final judgment in Los Angeles Unified School District v. City of Los Angeles, et al., LASC Case No. 965,067 filed January 7, 1980 and recorded as Document No. 80-55139 with the Los Angeles County Recorder's Office.

Fire Department Conditions

27. The project must comply with all applicable requirements in the 2010 California Building and Fire Codes, and the 2009 International Fire Code as adopted by the ESMC and El Segundo Fire Department regulations.

28. Construction of any cafeteria or kitchen facilities in the assisted living facility must include installation of a grease interceptor capable of removing fats, oils, and grease from the kitchen waste stream. If the Los Angeles County Health Department determines
that the food preparation area does not require the installation of grease interceptors, then this condition will not be required.

29. Construction activities must include a storm water pollution prevention plan addressing non-storm water run-off, debris removal, track-out and protection of storm water system.

30. Any diesel-powered generators must be approved by the Fire Department, Environmental Safety Division, and provide for secondary containment, placarding, spill detection and prevention. Underground tanks require additional environmental monitoring requirements.

31. The applicant must provide the Environmental Safety Division of the El Segundo Fire Department an inventory of any and all chemicals used for laundry, pool or house cleaning, emergency generators or other devices.

32. The applicant, or designee, must contact Underground Service Alert before digging or excavating.

33. Any demolition must be screened for asbestos and lead, with proper notifications to South Coast Air Quality Management District (SCAQMD).

Public Works Department Conditions

34. All onsite utilities including, without limitation, water, electricity, gas, sewer and storm drains, must be installed underground. Contact Southern California Edison for required service and underground requirements (Mr. John Deng at (310) 783-9305).

35. Before the City issues a Certificate of Occupancy, the applicant must ensure that all curb, gutters, asphalt and concrete pavement and driveway aprons fronting 540 East Imperial Avenue and the property frontage along Walnut Avenue will be replaced as required by the Public Works Department.

36. Before the City issues a Certificate of Occupancy, all damaged or off-grade curb, sidewalk and pavement must be removed and replaced as required by the Public Works Department.

37. The applicant must secure any required encroachment permits from the Public Works Department before commencing any work in the public right-of-way.
38. The project must comply with the latest National Pollution Discharge Elimination System (NPDES) requirements and provide Best Management Practices (BMPs) for sediment control, construction material control and erosion control.

39. Before the City issues a building permit, the location and sizes of all proposed water meters must be approved by the City’s Water Division.

40. Before the City issues a building permit, the applicant must clean and inspect (via remote TV camera) the project sewer lateral. If found impaired, the applicant is responsible for the replacement of the lateral.

41. A registered civil engineer must provide storm (hydrologic and hydraulic) calculations for appropriate storm drain facilities to control on-site drainage and mitigate off-site impacts, as follows, subject to review and approval from the Public Works Department:

- The design must follow the criteria contained in both the Los Angeles County Department of Public Works Hydrology Manual 2006 and Standard Urban Storm Water Mitigation Plan or most recent editions. Flows must remain in their historical drainage pattern so as not to impact neighboring properties.

- New development must not increase the rate of flow (cubic feet per second) or velocity (feet per second) of site run-off water to any off-site drainage areas beyond the measured or calculated pre-project rate and velocity.

42. Construction related parking must be provided on-site.

43. All record drawings (as-built drawings) and supporting documentation must be submitted to the Public Works Department before scheduling the project’s final inspection.

Police Department Conditions

44. Before the City issues a building permit, the applicant must submit a photometric light study to the Police Department for review and approval. A site plan must be provided showing buildings, parking areas, walkways, and the point-by-point photometric calculation of the required light levels. Foot candles must be measured on a horizontal plane and conform to a uniformity ratio of 4:1 average/minimum. The photometric study must be point-by-point and include the light loss factor (.7). Lighting levels must be
adjusted to meet the minimum foot candle requirements within each area of the site. All interior or exterior corridors, passageways and pedestrian walkways and open parking lot shall be illuminated at all times with a minimum maintained one foot-candle of light on the walking surface.

45. A schematic plan of the security camera system must be submitted and approved by the El Segundo Police Department before the City issues a building permit, and must be included as a page in the stamped approved set of plans.

46. Lighting devices must be enclosed and protected by weather and vandal resistant covers.

47. Stairways must be illuminated with a minimum maintained one foot-candle of light on all landings and stair treads at all times.

48. Recessed areas of building or fences, which have a minimum depth of two feet, a minimum height of five feet, and do not exceed six feet in width and are capable of human concealment, must be illuminated with a minimum maintained 0.25 foot-candles of light at ground level during the hours of darkness. This requirement applies to defined recessed areas which are within six feet of the edge of a designated walking surface with an unobstructed pathway to it, not hindered by walls or hedge row landscaping a minimum of two feet in height.

49. All types of exterior doors must be illuminated during the hours of darkness, with a minimum maintained one foot-candle of light measured within a five-foot radius on each side of the door at ground level. The light source must be controlled by a photocell device or a time-clock with an astronomic clock feature and capable of operating during a power outage.

50. The addressing, open parking lot and trash dumpster must be illuminated with a maintained minimum of one foot-candle of light on the ground surface during hours of darkness.

51. Street addressing must be a minimum of 6 inches high and must be visible from the street or driving surface, of contrasting color to the background and illuminated during hours of darkness. Addressing must also be shown on plan elevations.

52. All landscaping must be low profile around perimeter fencing, windows, doors and entryways so as not to limit visibility or provide
climbing access. Dense bushes cannot be clumped together in a manner that provides easy concealment.

53. Stairwell doors exiting onto the street must have a minimum 100-square inch vision panel, with a minimum five inch width, to provide visibility into the area being entered. Vision panels must meet the requirements of the California Building Code, as adopted by the ESMC. Vision panels must preclude manipulation of the interior locking device from the exterior.

54. Interior stairwell doors must have glazing panels a minimum of five inches wide and 20 inches in height and meet the requirements of the California Building Code, as adopted by the ESMC. Guest rooms must have a deadbolt lock, a secondary security latch and a wide angle (190-200 degree) door viewer, not to be mounted more than 58 inches from the bottom of the door.

55. Exterior mounted ladders are prohibited except: (1) ladders with a minimum 1/8 inch thick steel plate, securely attached to the ladders edge on each side, and extending to within two inches of the wall for a height of ten feet above ground level. A door and cover must be securely attached to the front of the ladder, and be constructed of minimum 1/8-inch steel, extending from ground level to at least ten feet high. The ladder must have non-removable hinge pins and be locked securely against the side wall by a locking mechanism with a minimum five pin tumbler operation; or (2) the bottom of the ladder must begin ten feet above the ground surface.

56. All pool entrances must be posted with “No Trespassing” signs.

57. Any pool restroom and shower doors must have access control as reviewed and approved by the El Segundo Police Department.

58. Exterior gates leading to the pool must be secured by electronic access control.

59. When a specific project option is selected, the ESPD may require the applicant to comply with more specific requirements as they pertain to: doors/hardware, windows, mailboxes, lighting, landscaping, addressing, stairwells, trash dumpsters, parking, other possible requirements they may pertain to a specific assisted living facility layout (access controls).
Construction Conditions

60. Before any construction occurs the perimeter of the property must be fenced with a minimum 6-foot high fence. The fence must be covered with a material approved by the Planning and Building Safety Department to prevent dust from leaving the site.

61. Public sidewalks must remain open at all times.

62. All haul trucks hauling soil, sand, and other loose materials must either be covered or maintain two feet of freeboard.

63. NOx emissions during construction must be reduced by limiting the operation of heavy-duty construction equipment to no more than 5 pieces of equipment at any one time.

64. Staging of construction vehicles and vehicle entry and egress to the site must be approved by the Public Works Department. Temporary construction driveways must be approved by the Public Works Department. Temporary construction driveways must be removed before the City issues a certificate of occupancy.

65. Construction vehicles cannot use any route except the City's designated Truck Routes.

66. The applicant must develop and implement a construction management plan, as approved by the Public Works Department, which includes the following measures recommended by the SCAQMD:

- Configure construction parking to minimize traffic interference.
- Provide temporary traffic controls during all phases of construction activities to maintain traffic flow (e.g., flag person).
- Re-route construction trucks away from congested streets.
- Maintain equipment and vehicles engines in good condition and in proper tune as per manufacturer's specifications and per SCAQMD rules, to minimize dust emissions.
- Suspend use of all construction equipment during second stage smog alerts. Contact SCAQMD at (800) 242-4022 for daily forecasts.
- Use electricity from temporary power poles rather than temporary diesel or gasoline-powered generators.
- Diesel-powered equipment such as booster pumps or generators should be replaced by electric equipment, if feasible.
- Catalytic converters must be installed, if feasible.
- Equipment must be equipped with two-to-four-degree engine time retard or pre-combustion chamber engines.
- Use methanol or natural gas powered mobile equipment and pile drivers instead of diesel if readily available at competitive prices.
- Use propane or butane powered on-site mobile equipment instead of gasoline if readily available at competitive prices.

67. During construction and operations, all waste must be disposed in accordance with all applicable laws and regulations. Toxic wastes must be discarded at a licensed, regulated disposal site by a licensed waste hauler.

68. All leaks, drips and spills occurring during construction must be cleaned up promptly and in compliance with all applicable laws and regulations to prevent contaminated soil on paved surfaces that can be washed away into the storm drains.

69. If materials spills occur, they must be cleaned up in a way that will not affect the storm drain system.

70. The project must comply with ESMC Chapter 5-4, which establishes storm water and urban pollution controls.

71. Before anticipated rainfall, construction dumpsters must be covered with tarps or plastic sheeting.

72. Inspections of the project site before and after storm events must be conducted to determine whether Best Management Practices have been implemented to reduce pollutant loadings identified in the Storm Water Prevention Plan.

73. The owner or contractor must conduct daily street sweeping and truck wheel cleaning to prevent dirt in the storm drain system.

74. Storm drain system must be safeguarded at all times during construction.

75. All diesel equipment must be operated with closed engine doors and must be equipped with factory-recommended mufflers.
76. Electrical power must be used to run air compressors and similar power tools.

77. The applicant must provide a telephone number for local residents to call to submit complaints associated with the construction noise. The number must be posted on the project site and must be easily viewed from adjacent public areas.

78. During construction, the contractor must store and maintain equipment as far as possible from adjacent residential property locations northwest of the site.

79. As stated in ESMC Chapter 7-2, construction related noise is restricted to the hours of 7:00 a.m. to 6:00 p.m. Monday through Saturday, and prohibited at anytime on Sunday or a Federal holiday.

Impact Fee Conditions

80. Pursuant to ESMC §§ 15-27A-1, et seq., and before building permits are issued, the applicant must pay a one-time library services mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No. 4687. The fee amount must be based upon the adopted fee at the time the building permit is issued.

81. Pursuant to ESMC §§ 15-27A-1, et seq., and before building permits are issued, the applicant must pay a one-time fire services mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No 4687. The fee amount must be based upon the adopted fee at the time the building permit is issued.

82. Pursuant to ESMC §§ 15-27A-1, et seq., and before building permits are issued, the applicant must pay a one-time police services mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No. 4687. The fee amount must be based upon the adopted fee at the time the building permit is issued.

83. Pursuant to ESMC §§ 15-27A-1, et seq., and before building permits are issued, the applicant must pay a one-time park services mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No. 4687. The fee amount must be based upon the adopted fee at the time the building permit is issued.
84. Before building permits are issued, the applicant must pay the required sewer connection fees (as specified in ESMC Title 12-3).

85. Pursuant to ESMC §§ 15-27A-1, et seq., and before the City issues a certificate of occupancy, the applicant must pay a one time traffic mitigation fee in accordance with Section 5.4 of the Development Agreement and Resolution No. 4443.

86. Before building permits are issued, the applicant must pay the required School Fees. This condition does not limit the applicant’s ability to appeal or protest the payment of these fees to the school districts(s).

**Miscellaneous**

87. The vesting tentative maps (VTM No. 71410 and VTM No. 71582) will expire pursuant to Government Code § 66452.6 and ESMC § 14-1-12. Only one VTM may be recorded.

88. The El Segundo Unified School District, agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of Environmental Assessment No. 890, General Plan Amendment No. 10-03, Specific Plan No. 10-03, Zone Change No. 10-01, Zone Text Amendment No. 10-06, Development Agreement No. 10-02, and Subdivision No. 10-01. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of Environmental Assessment No. 890, the El Segundo Unified School District., agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.
By signing this document, Geoff Yantz on behalf of the El Segundo Unified School District, certifies that he read, understands, and agrees to the Project Conditions listed in this document.

Geoff Yantz, Superintendent
El Segundo Unified School District

P:\Planning & Building Safety\Planning - Old\PROJECTS (Planning)\876-900\EA-890\City Council April 3 2012\EA-890.CC.conditions of approval.04.03.12.doc
EL SEGUNDO CITY COUNCIL

AGENDA STATEMENT

MEETING DATE: April 3, 2012
AGENDA HEADING: Consent Agenda

AGENDA DESCRIPTION:

Consideration and possible action regarding a modification of an existing Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol to convert from a Type 41 License for On-Site Sale of Beer and Wine to a Type 47 License for On-Site Sale of Beer, Wine, and Distilled Spirits at Sammy's Woodfired Pizza located at 780 South Sepulveda Boulevard # B. Applicant: Steve Yackel (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1. Receive and file this report without objecting to the issuance of a Type 47 ABC license at 780 South Sepulveda Boulevard # B; and/or,

2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Crime and Arrest Statistics by Reporting Districts (RD)
2. Police Reporting Districts Map
4. Approval Letter to Applicant dated March 15, 2012

FISCAL IMPACT: None

Amount Budgeted: N/A
Additional Appropriation: N/A
Account Number(s): N/A

ORIGINATED BY: Kimberly Christensen, AICP, Planning Manager
REVIEWED BY: Sam Lee, Interim Planning and Building Safety Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

I. Background

In 1995, the City Council directed staff to bring all future ABC licenses to it for review. For alcohol sales at restaurants, California regulations require a 30-day review and comment period after notifying local police and planning departments. The grounds of a protest, if any, should relate to public health, safety or welfare concerns. Based upon previous Council direction, staff is providing background information regarding this application.
II. Analysis

According to the most recent Crime and Arrest statistics report (July – December 2011, Exhibit 1) prepared by the Police Department, the proposed restaurant is located in Reporting District (RD) 318. Based on 2011 reported data prepared by the Police Department, the district had a total of 24 Part I crimes (criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny-theft, motor vehicle theft and arson), and 16 felony and misdemeanor arrests. The Reporting District is considered a high crime area with a total of 40 Part I crimes and all arrests for other crimes reported between July and December 2011. However, the Police Department and the Planning and Building Safety Department do not object to an ABC license for the restaurant.

This license request will allow the sale of beer, wine, and distilled spirits in conjunction with the operations of a restaurant. A request for a license is required, because the applicant is proposing to add distilled spirits to the existing alcohol service. The applicant’s proposed hours for alcohol sales will be the same as the hours the restaurant is open. The restaurant’s hours of operation are limited to: 11:00 a.m. to 11:00 p.m. on Monday through Sunday. No additional floor area, outdoor dining area, or other physical changes are proposed with the current request. Food service would be available in the indoor and outdoor dining area during the hours of operation and no outdoor entertainment is proposed.

On March 15, 2012, the Interim Director of Planning and Building Safety approved an Administrative Use Permit application (EA No. 964, AUP No. 12-01) for 780 South Sepulveda Boulevard # B. The Interim Director’s decision was forwarded to the Planning Commission on March 22, 2012. On March 22, 2012, the Planning Commission chose to Receive and File the item with the conditions of approval.

ABC license review requires mandatory findings that are regulated by the Department of Alcoholic Beverage Control. The City’s AUP process is separate. The Department of Alcoholic Beverage Control (ABC) is responsible for running a complete background check on all alcohol license applicants, as well as conducting site inspections, before issuing any type of alcohol license.

III. Conclusion

Planning staff recommends that the Council receive and file this report without objecting to the modification of an existing Alcoholic Beverage Control (ABC) license for on-site sale and consumption of alcohol to convert from a Type 41 ABC License (On-Sale Beer and Wine) to a Type 47 ABC License (On-Sale Beer, Wine, and Distilled Spirits) at 780 South Sepulveda Boulevard # B.
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Number of Reporting Districts = 53  
Average # of Part I Crimes per Reporting District = 6  
Average # of Felony/Misdemeanor Part I Crime Arrests per Reporting District = 2  
Average # of Crimes and Arrests per Reporting District = 8  
(Results from 07/01/2011 through 12/31/2011)

High Crime Area per B&P Code Section 23958, 4 = >20%
CITY OF EL SEGUNDO

PLANNING COMMISSION STAFF REPORT

PUBLIC HEARING: March 22, 2012
SUBJECT: Environmental Assessment No. EA-964 and Administrative Use Permit No. 12-01
APPLICANT: Steve Yackel
           Sammy's Woodfired Pizza
PROPERTY OWNER: PES Partners, LLC
                c/o Jan W. Sweetnam
REQUEST: A Request for an Administrative Use Permit to upgrade an existing Type 41 ABC (Department of Alcoholic Beverage Control) License to sell beer and wine for onsite consumption to a Type 47 ABC License to sell beer, wine, and distilled spirits at an existing restaurant
PROPERTY INVOLVED: 780 South Sepulveda Boulevard, Suite B

I. Introduction

The proposed project is a request for an Administrative Use Permit to upgrade an existing ABC License for on-site sale and consumption of alcohol at an existing restaurant located at 780 South Sepulveda Boulevard in the Commercial Center (C-4) Zone. The applicant is requesting an upgrade from a Type 41 ABC license for the on-site sale and consumption of beer and wine to a Type 47 ABC license for on-site sale and consumption of beer, wine, and distilled spirits in the existing restaurant and outdoor dining area. The Director previously approved an Administrative Use Permit for the existing Type 41 ABC License on December 2, 2010. The Director made the necessary findings to grant an Administrative Use Permit for the current request for on-site sale and consumption of beer, wine, and distilled spirits and approved the Administrative Use Permit on March 15, 2012 (see Exhibit A).
II. **Analysis**

**Project Description**

The subject restaurant is located in a commercial building in the northwest portion of the Plaza El Segundo shopping center. The restaurant is approximately 3,360 square feet and the outdoor dining patio is 920 square feet. No changes are proposed relating to the size of the restaurant, the physical improvements on the property, or to the seating plan.

The outdoor patio is located along the north and east sides of the building. It is approximately 920 square feet and it is enclosed with a stucco wall that matches the building material along the north side and a black wrought iron fence along the east side. The portion of the patio area along the north side of the building is covered by an awning extending to the edge of the patio. The outdoor dining area along the east side of the building is covered using free-standing umbrellas above each table. An additional awning covers the main entrance to the restaurant on the north side, adjacent to the outdoor patio.

The interior of the restaurant includes a main dining area and a bar area. The main dining area contains 106 seats; the bar contains 11 seats, and the outdoor dining area contains 60 seats for a total of 177 seats. The following chart summarizes the proposed dining and seating areas:

<table>
<thead>
<tr>
<th>Proposed Restaurant</th>
<th>Proposed Square Footage</th>
<th>Number of Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indoor Dining/Bar</td>
<td>1,711 SF</td>
<td>117 seats</td>
</tr>
<tr>
<td>Outdoor Patio</td>
<td>920 SF</td>
<td>60 seats</td>
</tr>
<tr>
<td>Total</td>
<td>2,631 net SF of seating area</td>
<td>177 seats</td>
</tr>
</tbody>
</table>

Restaurants are a permitted use in this Zoning District in accordance with the Commercial Center (C-4) Zone and Section 4.1.5 of the Development Agreement by and between the City of El Segundo and developer of the Plaza El Segundo project. The proposed use (on-site sale and consumption of beer, wine, and distilled spirits) requires an Administrative Use Permit (AUP) in accordance with El Segundo Municipal Code § 15-5G-4(A).
The following chart is the parking analysis for the proposed uses:

<table>
<thead>
<tr>
<th>PROPOSED RESTAURANT</th>
<th>PROPOSED SQUARE FOOTAGE - REQUIRED PARKING RATIO</th>
<th>REQUIRED PARKING SPACES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indoor Dining and Bar</td>
<td>1,711 net SF - 1 Space/75 SF</td>
<td>22.81 Parking Spaces</td>
</tr>
<tr>
<td>Non-dining area</td>
<td>1,649 SF - 1 Space/250 SF</td>
<td>6.60 Parking Spaces</td>
</tr>
<tr>
<td>Outdoor Patio</td>
<td>720 SF - 1 Space/75 SF*</td>
<td>9.6 Parking Spaces</td>
</tr>
<tr>
<td>Total</td>
<td>4,080 net SF</td>
<td>39 Parking Spaces**</td>
</tr>
</tbody>
</table>

* Pursuant to El Segundo Municipal Code § 15-15, parking for outdoor dining areas is required only for the portion that exceeds 200 square feet or 20 percent of the indoor dining area, whichever is less.
** Pursuant to El Segundo Municipal Code §15-15-3F, fractional spaces are rounded to the nearest whole number.

Therefore, the parking demand from the restaurant is adequately addressed by the available parking on the subject parcel and the adjacent parcels in the shopping center. The Development Agreement between the City and the developer allows parking to be shared across parcel lines.

The restaurant dining hours of operation are limited to: Monday through Sunday from 11:00 a.m. to 11:00 p.m. The outdoor patio is open the same hours as the restaurant. No change is proposed to the hours of operation. Any change to the hours of operation is subject to review and approval by the Director of Planning and Building Safety.

Planning staff reviewed the application and the Director made the necessary findings to grant an Administrative Use Permit. The attached letter specifies all of the required findings for the permit.

III. Inter-Departmental Comments

The project applications and plans were circulated to the Police Department, Fire Department and Building Division for review. The Departments submitted comments which have been incorporated in the attached approval letter (See Exhibit A).
IV. Conclusion

Planning staff recommends that the Planning Commission Receive and File Administrative Use Permit No. 12-01.

V. Exhibits

B. Plans

Prepared by: Paul Samaras, Principal Planner

Kimberly Christensen, AICP, Planning Manager
Department of Planning & Building Safety

Sam Lee, Interim Director
Department of Planning & Building Safety
March 15, 2012

Steve Yackel
Sammy’s Woodfired Pizza
7596 Eads Avenue, Suite 200
La Jolla, CA 92037

RE: Environmental Assessment No. EA-964 and Administrative Use Permit (AUP) No. 12-01
On-Site Sale and Consumption of Beer, Wine, and Distilled Spirits in Conjunction with the Operation of an Existing Restaurant (Sammy’s Woodfired Pizza) for a (Type 47 State of California Alcoholic Beverage Control License)
Address: 780 South Sepulveda Boulevard, Suite B, El Segundo CA

Dear Mr. Yackel:

In accordance with El Segundo Municipal Code (“ESMC”) Chapter 15-22, the Planning Division reviewed your application for the above-referenced project and the Interim Director of Planning and Building Safety APPROVED Environmental Assessment No. EA-964 and Administrative Use Permit No. 12-01 for the on-site sale and on-site consumption of beer, wine, and distilled spirits at 780 South Sepulveda Boulevard, Suite B. The following are the findings and facts in support of each finding for this decision:
FINDINGS AND FACTS IN SUPPORT OF FINDINGS:

Environmental Assessment No. EA-964

Finding 1

- The proposed project is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities) and § 15305 as a Class 5 (Minor Alterations in Land Use Limitations).

Facts in Support of Finding 1

1. The applicant proposes to provide on-site sale and consumption of beer, wine, and distilled spirits at an existing 3,496 square-foot restaurant with a 920 square-foot outdoor dining area. No changes are proposed relating to the size of the restaurant, the physical improvements on the property, or to the seating plan. The restaurant currently provides only beer and wine for onsite consumption. The property is in an urbanized development area where it has adequate access and all public services and facilities are available. The site is currently developed as a 378,000 square-foot shopping center where it has adequate access and all public services and facilities are available. The site is in an area that is not environmentally sensitive. Therefore, the project is not anticipated to have any significant impacts with regard to traffic, noise, air quality, or water quality.

Administrative Use Permit No. 12-01

Finding 1

- There is compatibility of the particular use on the particular site in relationship to other existing and potential uses within the general area in which the use is proposed to be located.

Facts in Support of Finding 1

1. The applicant proposes to provide on-site sale and consumption of beer, wine, and distilled spirits in existing restaurant. The restaurant is located at 780 South Sepulveda Boulevard in the Commercial Center (C-4) Zone. The building is part of the Plaza El Segundo shopping center. The restaurant is approximately 3,496 square feet in area. It contains 106 seats in the general dining area, 11 seats in the bar area, and 60 seats in the outdoor dining area for a total of 177 seats. The outdoor dining area is located along the north and east sides of the building with direct access from the front of the restaurant.
2. The minimum number of required parking spaces for the restaurant and patio (based upon the proposed uses) is 39 parking stalls which will be provided on-site.

3. The General Plan Land Use designation for the site is Commercial Center. The zoning for the site is Commercial Center (C-4). Restaurants are permitted in the Commercial Center (C-4) Zone and on-site sale and consumption of alcohol is permitted with the approval of an Administrative Use Permit.

4. The Commercial Center (C-4) Zone permits, and the surrounding land uses include: commercial retail, restaurant, and office uses. The restaurant and the service of beer, wine, and distilled spirits are similar and compatible with the surrounding uses.

5. The restaurant must obtain a State of California Alcohol and Beverage Control (ABC) license for on-site sale and consumption of alcohol (Type 47).

Finding 2

- The proposed use is consistent and compatible with the purpose of the Zone in which the site is located.

Facts in Support of Finding 2

1. The General Plan Land Use designation for the site is Commercial Center.

2. The zoning for the site is Commercial Center (C-4). Restaurants are a permitted use in this Zoning District. The proposed use (on-site sale and consumption of beer, wine, and distilled spirits at an existing restaurant) requires an Administrative Use Permit in accordance with ESMC § 15-5G-4(B).

3. The purpose of the Commercial Center (C-4) Zone is to provide for developing commercial establishments (retail and services) serving the City and surrounding area. The proposed use is consistent with this purpose of the zone in that restaurant and outdoor dining uses with service of alcohol are permitted in the Commercial Center (C-4) Zone.

4. The proposed use is consistent with the Land Use Element in that the Commercial Center Land Use Category is intended to permit a mixture of community-serving retail, restaurants and other commercial service uses in an integrated shopping center design to serve a broad cross section of the City and surrounding area.

5. The proposed use is consistent with Land Use Element Goal LU4 in that it provides a stable tax base for the City through development of new commercial
uses, primarily within a mixed-use environment, without adversely affecting the viability of Downtown.

6. The proposed use is consistent with Land Use Element Objective LU4-1 in that it promotes the development of high quality retail facilities in proximity to major employment centers.

7. The surrounding land uses include: commercial retail, restaurant, office, and light and heavy industrial uses. The restaurant and alcohol service will be compatible with the surrounding uses.

Finding 3

- The proposed location and use and the conditions under which the use would be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Facts in Support of Finding 3

1. The restaurant is located inside an existing commercial building and will be in compliance with all applicable codes and regulations. Sufficient parking is provided on-site and on a neighboring parcel in compliance with ESMC Chapter 15-15.

2. The surrounding land uses include commercial retail, restaurant, and office uses, and light industrial uses. The existing restaurant is a permitted use within the C-4 Zone.

3. The restaurant includes a 920 square-foot outdoor dining patio.

4. The restaurant dining hours of operation are limited to 11:00 a.m. to 11:00 p.m. seven days a week. The outdoor dining patio would be open the same hours as the restaurant. No live entertainment is proposed and the restaurant will be required to meet the noise and vibration requirements of ESMC § 7-2-1. The proposed hours are similar to other businesses in the immediate vicinity. Therefore, the restaurant, outdoor dining area, and proposed alcohol service will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.

Finding 4

- Potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, traffic, and hazards have been recognized and mitigated.
Facts in Support of Finding 4

1. The sale of alcohol will not create any new impacts that would not be normally associated with the operation of a restaurant with an indoor dining area and outdoor patio area.

2. The proposed hours of operation and alcohol sales are limited from 11:00 a.m. to 11:00 p.m., seven days a week. These hours also apply to the outdoor patio. The restaurant is located in a predominantly commercial area that is not adjacent to any residential uses, which will minimize noise impacts on sensitive uses.

3. The restaurant provides adequate parking on-site and on the neighboring parcel. In addition, the restaurant is located on the street level within an existing shopping center, which will make it accessible by pedestrians on site and limit the vehicular traffic to and from the site.

4. In addition to complying with the requirements of the City of El Segundo and the State of California Department of Alcoholic Beverage Control the restaurant is subject to County Health Department regulations that address and monitor impacts of fumes and odors.

Finding 5

- The State Department of Alcoholic Beverage Control has issued or will issue a license to sell alcohol to the applicant.

Facts in Support of Finding 5

1. The applicant is required as a condition of this approval to obtain a license from the State of California Department of Alcoholic Beverage Control (Type No. 47).

DIRECTOR OF PLANNING AND BUILDING SAFETY DEPARTMENT ACTION

Based on these findings and facts in support of these findings, the Interim Director of Planning and Building Safety APPROVES the proposed project, subject to the following conditions:

1. The restaurant dining hours of operation are limited to: 11:00 a.m. to 11:00 p.m. daily. The outdoor patio would be open the same hours as the restaurant. Food service must be available in the indoor dining area and the outdoor patio during the dining hours. Any change to the hours of operation or the hours that alcohol may be served is subject to review and approval by the Director of Planning and Building Safety.
2. The seating within the restaurant must be limited to 117 indoor dining seats, including a maximum of 11 bar seats, and the outdoor patio must not exceed 60 seats. The restaurant will contain a combined total of 177 seats.

3. Any subsequent modification to the project as approved must be referred to the Director of Planning and Building Safety for approval and a determination regarding the need for Planning Commission review of the proposed modification.

4. Any subsequent changes to the floor plan and areas where alcohol will be served must be reviewed and approved to the satisfaction of the Director of the Planning and Building Safety Department.

5. The applicant must obtain and maintain all licenses required by the Alcoholic Beverage Control Act (Business & Professions Code §§ 23300 et seq.). The applicant must obtain and maintain a Type 47 license.

6. The restaurant operations must comply with ESMC §§ 7-2-1, et seq. regulating noise and vibration.

7. The Planning and Building Safety Department and the Police Department must be notified of any change of ownership of the approved use in writing within 10 days of the completion of the change of ownership. A change in project ownership may be cause to schedule a hearing before the Planning Commission regarding the status of the administrative use permit.

8. The applicant must comply with all regulations of the Alcoholic Beverage Control Act and the regulations promulgated by the Alcoholic Beverage Control Board including, without limitation, the regulations set forth in 4 Cal. Code of Regs. §§ 55, et seq.

9. The applicant must post a sign in a clear and conspicuous location listing a phone number at which a responsible party may be contacted during all open hours of the establishment to address any concerns of the community regarding noise in the restaurant, patio and parking lot. Said contact's name and phone number must also be available through the restaurant staff at all times.

10. The applicant must, at all times, display a Designated Driver sign of at least ten inches by ten inches (10" X 10") in the bar and restaurant dining areas at eye level. The sign must be worded in a way that reminds patrons who are consuming alcohol to designate a non-drinking driver.

11. There must be no exterior advertising of any kind or type including advertising directed to the exterior from within, promoting or indicating the availability of specific alcoholic beverage products. Interior displays of alcoholic beverages which are clearly visible to the exterior constitute a violation of this condition.
12. All employees serving alcoholic beverages to patrons must enroll in and complete a certified training program approved by the State Department of Alcoholic Beverages Control (ABC) for the responsible sales of alcohol. The training must be offered to new employees on not less than a quarterly basis.

13. Any and all employees hired to sell alcoholic beverages must provide evidence that they have either:

   a. Completed training from the State of California Department of Alcoholic Beverage Control (ABC), Inglewood District Office administered Leadership and Education in Alcohol and Drugs (LEAD) Program in the form of an ABC-issued certificate; or,

   b. Completed an accepted equivalent by the ABC, Inglewood District Office to ensure proper distribution of beer, wine and distilled spirits to adults of legal age. If any prospective employee designated to sell alcoholic beverages does not currently have such training, then;

   c. The ABC-licensed proprietors must have confirmed with the Planning and Building Safety Department within fifteen (15) days of the Director's decision, or by final project approval, that a date certain has been scheduled within the local ABC Office to complete the LEAD course; and

   d. Within thirty (30) days of taking said course, the employees, or responsible employer must deliver each required certificate showing completion to the Police Department.

14. The licensee must have readily identifiable personnel to monitor and control the behavior of customers inside the building premises. Staff must monitor activity outside in the parking lot and any adjacent property under the establishment's control to ensure the areas are generally free of people and are cleared of patrons and their vehicles one-half hour after closing.

15. If complaints are received regarding excessive noise, parking availability, lighting, building access, and the like associated with the restaurant and the outdoor patio area, the city may, in its discretion, take action to review the Administrative Use Permit, including without limitation, adding conditions or revoking the permit.

16. The outdoor dining/seating area must comply with ESMC § 15-2-16.

17. The building must not be occupied by more persons than allowed by the California Building Code, as adopted by the ESMC.
18. The building and any outdoor seating must comply with California Building and Fire Code requirements, as adopted by the ESMC.

19. The Applicant agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney’s fees), injuries, or liability, arising from the City’s approval of Environmental Assessment No. 964 and Administrative Use Permit No. 12-01. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of the City approval of EA-964 or AUP No. 12-01, the Applicant agrees to defend the City (at the City’s request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section “the City” includes the City of El Segundo’s elected officials, appointed officials, officers, and employees.

PLANNING COMMISSION

The Planning Commission is scheduled to consider whether to receive and file this determination at its March 22, 2012 meeting. Please be advised that this does not conclude the review process. The City Council is currently scheduled to consider whether or not to protest the issuance of the ABC License (Type 47) at its meeting on April 3, 2012.

Should you have any questions, please contact Paul Samaras, Principal Planner, at (310) 524-2312.

Sincerely,

Sam Lee, Interim Director
Department of Planning and Building Safety
AGENDA DESCRIPTION:

Consideration and possible action regarding the sale of excess City owned public easement located at 2161 E. El Segundo Blvd. as surplus property. (Fiscal Impact: Undetermined)

RECOMMENDED COUNCIL ACTION:

1. Authorize the City Manager to take all reasonable actions required to sell excess City owned public easement located at 2161 E. El Segundo Blvd. as surplus property; and/or,

2. Alternatively, discuss and take other possible action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

1. Site Plan: Proposed Easement Reduction of 477 square feet
2. Modification of Easement Agreement by and between the City of El Segundo and JMH Realty, LLC
3. Exhibit A: Burdened Property Description
4. Exhibit B: Easement Description
5. Exhibit C: Sketch of Easement

FISCAL IMPACT: $10,732.50

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number(s):</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ORIGINATED BY: Ted Shove, Economic Development Analyst

REVIEWED BY: Sam Lee, Interim Director of Planning and Building Safety

Stephanie Katsouleas, Director of Public Works

APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On March 16, 2010, the City Council adopted Resolution No. 4646 declaring real property located at 2161 E. El Segundo Blvd to be surplus property and that selling the Surplus Property would be consistent with the City’s General Plan.

The City and JMH Realty LLC entered into a purchase agreement for the entire former fire station site and a separate easement agreement for a future public utility facility on December 14, 2010. The site consisted of approximately 40,900 square feet, of which 34,671 square feet was sold to JMH Realty, LLC. The remaining 6,229 square feet was retained for public needs and right of way, although JMH Realty LLC was given the ability to use the area for parking. At the
time, infrastructure improvements were not designed or completed before the purchase agreement became effective; therefore an estimate was determined for the necessary improvements. Since then, construction of infrastructure facilities has been designed and as a result, the necessary easement footprint required is 5,752.

On December 6, 2011, JMH Realty, LLC approached the City regarding the potential sale of surplus easement. The sale would include approximately 477 square feet from the City to JMH Realty, LLC. The developer indicates that the purchase of the excess easement will provide for additional square footage needed to develop the site. The developer has also indicated that the size of the site prevents a financially sustainable commercial development. The remainder easement (477 square feet) has no intrinsic value to the City and is an excess surplus property. By selling the excess surplus property to JMH Realty, LLC; lot consolidation will result providing for more favorable development conditions. The remainder easement would be added back to the property tax roll, providing for a greater ad valorem tax basis. In conclusion, staff recommends that City Council authorize City Manager to take all steps necessary to sell the unneeded excess easement of 477 square feet.
Recording Requested By, and
When Recorded Return To:

JMH Realty LLC
116 – 11th St.
Manhattan Beach, CA 90266

The undersigned grantor(s) declare(s):
Documentary transfer tax is $114.11
(x ) computed on full value of property conveyed, or
( ) computed on full value less liens and encumbrances remaining at time of sale.
( ) Unincorporated area; ( X ) City of El Segundo

MODIFICATION OF EASEMENT AGREEMENT

This Modification of Easement Agreement, dated for reference purposes
______________________, is made by and between JMH Realty LLC, a California limited
liability company ("JMH") and the City of El Segundo, a municipal corporation (the
"City").

Recitals

A. JMH owns the real property legally described in Exhibit A, attached hereto
(the "JMH Parcel").

B. JMH conveyed a public utility easement to City over a portion of the JMH
Parcel pursuant to the terms of that certain Grant of Easement and Easement Agreement
dated December 14, 2010, recorded on December 29, 2010 as Inst. No. 20101930219 of
the Official Records of Los Angeles County, California (the "Easement Agreement").

C. The parties desire to modify the legal description of the public utility easement
in the Easement Agreement to reduce it from 6,229 square feet, more or less, to 5,752
square feet, more or less, all as more particularly set forth herein.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, the parties agree as follows:

1. Modification of Easement Area: The Utility Easement Area, as described in
Exhibit C of the Easement Agreement, is hereby modified to reflect the legal description
attached hereto as Exhibit B, as shown on the map attached hereto as Exhibit C. City hereby releases, remises and quitclaims unto JMH all right, title and interest of City in and to any portion of the Utility Easement Area that is not included in the legal description attached hereto as Exhibit B.

2. **Effect**: Except as expressly modified by this Modification of Easement Agreement, the Easement Agreement shall remain in full force and effect.

3. **Counterparts**: This document may be executed in counterparts which, when taken together, shall be considered an original.

4. **Recording**: This document shall be recorded in the Official Records of Los Angeles County, California.

5. **Exhibits**: All exhibits to this document are incorporated herein by this reference.

Wherefore, the parties executed this Modification of Easement Agreement on the date(s) set forth below.

City of El Segundo  
A Municipal Corporation  

By: ____________________________  
Name: ____________________________  
Its: ____________________________  

JMH Realty LLC  
A California limited liability company  

By: ____________________________  
Brian A. Sweeney, Manager  

Dated: ____________________________
STATE OF CALIFORNIA  
COUNTY OF ____________  

On ________________, before me, ____________________________, Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________  (Seal)

STATE OF CALIFORNIA  
COUNTY OF ____________  

On ________________, before me, ____________________________, Notary Public, personally appeared ____________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________  (Seal)
EXHIBIT 'A'
BURDENED PROPERTY DESCRIPTION
2161 E. EL SEGUNDO BLVD.

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE Rancho Sausal Redondo, DESCRIBED AS	FOLLOWS:

'BEGINNING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL ENTITLED "NOT A PART (OF) THIS SUBDIVISION" ON MAP OF TRACT NO. 52427 RECORDED IN BOOK 1229, PAGES 42 THROUGH 45, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING NORTH 00' 00' 07" EAST, 30.00 FROM THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE SOUTH 89° 55' 17" EAST, 42.00 AND SOUTH 00° 00' 07" WEST 30.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 55' 17" EAST, 162.98 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 15.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 23.58 FEET THROUGH A CENTRAL ANGLE OF 90° 04' 36" TO A POINT OF TANGENCY WITH THE EASTERLY LINE OF SAID PARCEL; THENCE ALONG SAID EASTERLY LINE, NORTH 00° 00' 07" EAST, 189.98 FEET TO THE SOUTHEASTERLY CORNER OF THE LAND DESCRIBED IN INSTRUMENT NO. 3394, RECORDED SEPTEMBER 30, 1956, IN BOOK D3443, PAGE 108 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE GENERALLY SOUTHERLY LINE OF SAID LAND DESCRIBED IN INSTRUMENT NO. 3394 THE FOLLOWING THREE COURSES: NORTH 89° 55' 17" WEST, 160.00 FEET; SOUTH 00° 00' 07" WEST, 75.00 FEET; AND NORTH 89° 55' 17" WEST, 60.00 FEET TO THE WESTERLY LINE OF SAID "NOT A PART" PARCEL; THENCE ALONG SAID WESTERLY LINE, SOUTH 00° 00' 07" WEST, 100.00 FEET TO THE POINT OF BEGINNING.
EXHIBIT 'B'

EASEMENT DESCRIPTION

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 14 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF EL SEGUNDO, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, IN THE RANCHO SAUSAL REDONDO, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THAT CERTAIN PARCEL ENTITLED "NOT A PART (OF) THIS SUBDIVISION" ON MAP OF TRACT NO. 52427 RECORDED IN BOOK 1229, PAGES 42 THROUGH 45, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING NORTH 00° 00' 07" EAST, 30.00 FROM THE SOUTHWESTERLY CORNER OF SAID PARCEL; THENCE SOUTH 89° 55' 17" EAST, 42.00 AND SOUTH 00° 00' 07" WEST, 30.00 FEET TO THE SOUTHERLY LINE OF SAID PARCEL; THENCE ALONG SAID SOUTHERLY LINE, SOUTH 89° 55' 17" EAST, 78.00 FEET; THENCE LEAVING SAID SOUTHERLY LINE, NORTH 00° 00' 07" EAST, 62.00 FEET; THENCE NORTH 89° 55' 17" WEST, 41.66 FEET; THENCE NORTH 0° 04' 43" EAST, 2.23 FEET; THENCE NORTH 89° 55' 17" WEST, 18.23 FEET; THENCE SOUTH 0° 04' 43" WEST, 13.90 FEET; THENCE NORTH 89° 55' 17" WEST, 40.11 FEET; THENCE NORTH 0° 04' 43" EAST, 11.72 FEET; THENCE NORTH 89° 55' 17" WEST, 20.00 FEET TO THE WESTERLY LINE OF SAID "NOT A PART (OF) THIS SUBDIVISION"; THENCE ALONG SAID WESTERLY LINE SOUTH 0° 00' 07" WEST, 32.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 5,752 SQUARE FEET, MORE OR LESS.

SEE ATTACHED "SKETCH OF EASEMENT" HERETO FOR INFORMATIONAL PURPOSES.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME IN CONFORMANCE WITH THE REQUIREMENTS OF THE LAND SURVEYORS' ACT OF THE STATE OF CALIFORNIA.

ROBERT HENNION, PLS 5573 (LIC EXP 9-30-13)

TAX PARCEL 4138-028-912

HENNON Surveying & Mapping, Inc.
601 E. GLENDALE AVE., SUITE 208
GLENDALE, CALIFORNIA 91207
(818)243-0640
FAX: (818)243-0650
AGENDA DESCRIPTION:

Consideration and possible action regarding Adoption of Plans and Specifications for rehabilitation of Aviation Blvd. from 116th Street to El Segundo Blvd. Approved Capital Improvement Project. Project No.: PW12-02 (Fiscal Impact: $325,000.)

RECOMMENDED COUNCIL ACTION:

1. Adopt Plans and Specifications.
2. Authorize staff to advertise the project for receipt of construction bids.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Location Map

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $340,000
Additional Appropriation: No
Account Number(s): 301-400-8203-8358 (Capital Improvement Fund)

ORIGINATED BY: Arianne Bola, Civil Engineering Associate
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

Under the City’s Pavement Management Program, Aviation Street has a Pavement Condition Index (PCI) of 23 and 37 for two segments to be repaired. APCI (0-100, 100 being best) is assigned to each arterial and collector street based on its pavement condition. Agencies typically attempt to keep a street’s average PCI above 65, which is “good to fair.” Consequently, the rehabilitation of Aviation Blvd. is a high priority as a major arterial in El Segundo. The existing pavement on Aviation Blvd. between 116th St. and El Segundo Blvd. is deteriorated and has potholes and alligator cracking throughout. The proposed pavement overlay treatment involves the installation of asphalt rubber aggregate membrane followed by the application of two-inch-thick asphalt concrete. This treatment is more expensive than the standard two-inch overlay but is proven to provide a longer life cycle on streets showing alligator cracks with heavy truck traffic. Staff will bid the project in May and anticipates that construction will commence and be completed this summer.

This project is fully funded with Proposition “C” grant funds and no additional match is required from the City.
AGENDA DESCRIPTION:

Consideration and possible action regarding Adoption of Plans and Specifications for the replacement of sanitary sewer mains at various locations within 1) the Smoky Hollow Specific Plan area and 2) Maple Ave. between Lairport St. and Nash St., within the City of El Segundo. Approved Capitol Improvement Project. Project No.: PW 11-09
(Fiscal Impact: $750,000)

RECOMMENDED COUNCIL ACTION:

1. Adopt Plans and Specifications.
2. Authorize staff to advertise the project for receipt of construction bids.
3. Alternatively, discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

Location Map

FISCAL IMPACT: Included in Adopted Budget

Amount Requested: $750,000
Additional Appropriation: No
Account Number(s): 502-400-8204-8647 (Sewer Enterprise Fund)

ORIGINATED BY: Nick Petrevski, Engineering Technician
REVIEWED BY: Stephanie Katsouleas, Public Works Director
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

In the Smoky Hollow Specific Plan area, the proposed project will replace approximately 1,800 lineal feet of deteriorated sewer main with new 6”, 8” and 10” extra or high strength vitrified clay pipe (VCP) and install liners in approximately 1,600 lineal feet of VCP.

On Maple Ave. between Lairport St. and Nash St., the proposed project will replace approximately 1,600 lineal feet of deteriorated 8” sewer main with new 15” extra or high strength VCP. This upgrade will increase the capacity of the sewer flows received from area businesses, effectively addressing volume constraints that currently impact redevelopment opportunities.

Staff will bid these projects in May and anticipates that construction will start in July/August. The projects should take approximately 4 months to complete. Both locations are funded through the Sanitary Sewer Enterprise Fund.
EL SEGUNDO CITY COUNCIL
AGENDA STATEMENT

AGENDA DESCRIPTION:
Consideration and possible action regarding awarding a contract to Karabuild Development, Inc. for construction related to Group 44 (42 homes) of the City's Residential Sound Insulation Program (Project Nos. RSI 12-03).
(Estimated construction costs and retention: $1,662,425)

RECOMMENDED COUNCIL ACTION:
1. Award a contract to Karabuild Development, Inc for project RSI 12-03 (Group 44);
2. Authorize the City Manager to execute a contract in a form approved by the City Attorney; and/or
3. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:
1. Bid Log
2. Bidder’s Proposal and Statement submitted by Karabuild Development, Inc

FISCAL IMPACT: Included in Adopted Budget

<table>
<thead>
<tr>
<th>Amount Budgeted:</th>
<th>$12,000,000</th>
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<tbody>
<tr>
<td>Additional Appropriation:</td>
<td>N/A</td>
</tr>
<tr>
<td>Account Number:</td>
<td>116-400-0000-8960 (Construction Contract)</td>
</tr>
</tbody>
</table>

ORIGINATED BY: James S. O'Neill, Program Manager
REVIEWED BY: Sam Lee, Interim Director of Planning & Building Safety
APPROVED BY: Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION:

On March 13, 2012 the City Clerk’s office opened sealed bids for Group 44 (RSI 12-03) of the City’s Residential Sound Insulation (RSI) Program. The sole bid submitted, by Karabuild Development, Inc was $1,536,295.00.

The Bid submitted appears responsive.

As City Council is aware, when only one (1) bid is received for projects related to the Residential Sound Insulation (RSI) Program, the City is required to obtain concurrence from the Federal Aviation Administration (FAA) prior to awarding a contract to the sole bidder. As City Council is also aware, the City obtained concurrence from the FAA on the projects referred to as Groups 41, 42 and 43 which contained the recommendation that the City negotiate with the sole bidder to obtain lower pricing. In anticipation of the same recommendation if the FAA would grant the City concurrence for awarding the current project to Karabuild Development, City staff met with Karabuild to determine if they would consider negotiating their bid price. On March 28th, Karabuild informed staff that they were willing to negotiate, and have initially offered to reduce
their bid price by $25,000. In response, City staff has contacted the FAA to obtain concurrence with the recommendation to award a contract to Karabuild Development.

In an effort to expedite the construction on the project, City staff is recommending that a contract be awarded to Karabuild Development with the understanding that staff will continue with negotiations with Karabuild and the City Manager will authorize the final contract price, but that the price will not exceed $1,511,295 (the original Total Bid price, less $25,000). This recommendation, like previous recommendations, is contingent upon receiving concurrence from the FAA prior to the City Council meeting on April 3, and if concurrence is not received, will recommend postponing City Council action until a formal response is received from FAA.

The amount requested for the contract is $1,662,425 which represents the maximum allowable price of $1,511,295 and an additional 10% for potential change orders related to unforeseen conditions.

Construction is expected to start in the summer of 2012.

City Council is reminded that eighty percent (80%) of costs associated with the Residential Sound Insulation Program are covered by federal grant funding from the Federal Aviation Administration (FAA). This remains a funding source until those funds identified in the Grant Implementation Plan to the City of Los Angeles are exhausted. Remaining expenses, except for elective “Owner Upgrades” selected by property owners, are paid for by funding received as part of the settlement agreement with Los Angeles World Airports (LAWA).
<table>
<thead>
<tr>
<th>COMPANY NAME/ADDRESS</th>
<th>BID Amount</th>
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<tbody>
<tr>
<td>1 Karabuild Development, Inc. 17337 Ventura Blvd., #215 Encino, CA 91316</td>
<td>$1,536,295.00</td>
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Staff Present: [Signature] City Clerk's Office
[Signature] City Clerk's Office
[Signature] RSI, Representative
City of El Segundo
Residential Sound Insulation Program

RSI 12-03 (Group 44)

To the Mayor and City Council
City of El Segundo
350 Main St.
El Segundo, CA 90245

I declare, under penalty of perjury, that I have carefully examined, become familiar with, and understand all of the requirements of the Contract Documents and conditions under which the Work must be performed, including the City of El Segundo’s current Municipal Code, and am fully informed as to all conditions and matters which can in any way affect the Work or its cost, and agree to the following:

To perform all Work in strict conformity with the requirements of the Contract Documents for

Project Number RSI 12-03
“Residential Sound Insulation Program –Group 44”

at the following lump sum price:

<table>
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<th>Total Bid (Contract Sum)</th>
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<tr>
<td>One Million Five Hundred Thirty Six Thousand Two Hundred Ninety Five Dollars Only</td>
</tr>
<tr>
<td>($ 1,536,295.00)</td>
</tr>
</tbody>
</table>

In case of discrepancy between the words and figures, the words must prevail.

Contractor Representative: Ara Karajerjian  
Signature: ___________________________  3/13/2012

Name (printed or typed): Ara Karajerjian
Title: CEO

Name of Firm: Karabuild Development, Inc.
Address: 17337 Ventura Blvd., #215
Encino, CA 91316

Telephone Number: 818-817-9300

Type of Entity: □ Sole Proprietorship □ Partnership ☒ Corporation* □ Other

* If Corporation, evidence of authority to sign must be attached

Bidding Form Appendix B-01
Bidder’s Proposal and Statement *March 13, 2012

Last Modified: January 31, 2012

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Mr. James S. O'Neill  
Program Manager  
City of El Segundo  
Residential Sound Insulation Program  
333 Main Street, Unit A  
El Segundo, CA 90245  
310-524-2352  

Re: City of El Segundo RSI 12-03, Group 44  

Subject: Karabuild Development, Inc. Bid for Group 44  

Karabuild Development, Inc. agrees to a price reduction of $25,000. The total contract amount shall be 1,511,295.00 at this point.  

Sincerely.  

[Ara Karajian]  
Karabuild Development, Inc.
AGENDA DESCRIPTION:

Consideration and possible action regarding researching and developing an Employee Recognition Program. (Fiscal Impact: N/A)

RECOMMENDED COUNCIL ACTION:

1. Request the City Manager research and develop an Employee Recognition Program
2. Alternatively discuss and take other action related to this item.

ATTACHED SUPPORTING DOCUMENTS:

N/A

FISCAL IMPACT:

Total Fiscal Impact: N/A

Amount Budgeted:
Additional Appropriation: None
Account Number(s): 

ORIGINATED BY:  Deborah Cullen, Director of Finance/Human Resources
REVIEWED BY:  Eric Busch, Mayor
APPROVED BY:  Greg Carpenter, City Manager

BACKGROUND AND DISCUSSION

The City of El Segundo prides itself in having highly qualified and dedicated employees. In order to enhance the City’s ability to recruit and retain these employees, it is important to recognize performance that exceeds expectations, especially that which contributes to furthering the mission and goals of the City of El Segundo. The City currently possesses relatively few methods to address high achievement. To this end, I would like to request that the City Manager prepare a draft Employee Recognition Program for presentation to the City Council.

The presentation should include:

- Identification of legal and contractual issues,
- Examples of best practices in employee recognition,
- Proposed criteria for determining recognition,
- Form of the proposed recognition, and;
- Fiscal Impact of the proposed program.

The purpose of this program will be to incentivize employees to continue performing exemplary work and will serve the public purpose of retaining and recruiting highly competent individuals.